SAMPLE CONTRACT

FOR CONCESSION OPERATION OF

COASTAL REDWOOD STATE PARK CAMPING AND DAY USE AREAS

LOCATED IN

Hendy Woods State Park
Russian Gulch State Park
Westport-Union Landing State Park

STATE OF CALIFORNIA – NATURAL RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS, RESERVATIONS, and FEES DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



Yellow font indicates language to change when contract is finalized.

COASTAL REDWOOD STATE PARKS CAMPING AND DAY USE AREA

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STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

CONCESSION CONTRACT

For

Coastal Redwood Parks Camping Day Use Concession

Located In

One to Four California State Parks

THIS CONTRACT is made and entered into by and between the STATE OF CALIFORNIA, acting through its Department of Parks and Recreation, hereinafter referred to as "State", and **Concessionaire Name, DBA Fictitious Business Name** of City, State, hereinafter referred to as "Concessionaire";

RECITALS

WHEREAS, California Public Resources Code Section 5080.03 et seq. authorizes the Department of Parks and Recreation to enter into concession contracts for the operation of state park system lands and facilities and;

WHEREAS, it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of, and the overall enhancement of recreational and educational experience at units of the state park system; and

WHEREAS, in response to the State's fiscal budget shortfall, several state parks in the Central Valley have been identified for closure, effective July 1, 2012 and it is in the public's interest to provide continued maintenance, operation and access to those parks;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DESCRIPTION OF PREMISES

The State for and in consideration of the agreements hereinafter stated, grants to Concessionaire for the purposes stated herein, the right, privilege, and duty to develop, equip, operate, and maintain a nonexclusive campground Hendy Woods State Park, Russian Gulch State Park, Westport-Union Landing State Park and day use area operation concession at the location(s) as set forth in **Exhibit A-1** and **Exhibit A-2**, attached to and made a part of this Contract (the "Premises"). The Premises shall be developed and operated for public outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act (LWCF).

Possessory Interest

The possessory interest herein given to the Concessionaire does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This Contract is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this Contract. The possessory interest is further subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

2. CONDITION OF PREMISES

The taking of possession of the Premises by the Concessionaire, in itself, shall constitute acknowledgment that the Premises are in good and sufficient condition for the purposes for which Concessionaire is entering into this Contract. Concessionaire agrees to accept Premises in their presently existing condition, "AS IS", and that the State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Contract. Concessionaire is expected to maintain Premises in as good a condition or better as received during the term of this agreement.

(If Concessionaire is expect to operate visitor centers or have access to exhibits, A-V programs, natural history specimens, etc. this must be noted here.)

3. TERM

The term of this Contract shall be for a period of five (5) years, commencing on the first day of the month following approval by the California Department of General Services. Should Concessionaire hold-over after the expiration of the term of this Contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Contract in Section 34, Surrender of Premises; Holding Over, of this Contract, subject otherwise to all the terms and conditions of this Contract.

For purposes of this Contract, the term "Contract Year" shall mean each oneyear period of time that commences on the commencement date identified above, extending twelve (12) months therefrom, and continuing from each anniversary throughout the term of the Contract.

4. <u>RENT</u>

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the following:

Hendy Woods SP, \$7,200 annually Russian Gulch SP, \$4,300 annually Westport-Union Landing SP, \$2,300 annually

or three percent (3%) of gross receipts, or Minimum Annual Rent, as bid, whichever is greater. Should this contract hold-over on month-to-month status after the expiration of the term of this contract, beginning with Contract Year Six (6) and on the first day of each fifth Contract Year thereafter, the Minimum Annual Rent shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure set forth in **Exhibit B**, attached to and made a part of this Contract.

All rental payments shall be deposited by Concessionaire into a separate Facility Maintenance/Improvement Account ("FMIA"), as set forth in Section 5, Facility

Maintenance/Improvement Account. Concessionaire shall make deposits of Minimum Annual Rent and other payments in lawful money of the United States. If Concessionaire makes rent deposits into the FMIA by check, draft, or money order and these deposits are returned due to insufficient funds, the State shall have the right, upon written notice, to require that all subsequent deposits of rent made to the FMIA be in cash or by cashier's check or certified check.

Beginning with the fifteenth (15th) day of the month following the commencement of operation, and on or before the fifteenth (15th) day of each month thereafter, Concessionaire shall furnish to State a verified statement of the concession's gross receipts for the preceding month. Such statement shall be submitted on Form DPR 54, Concessionaire's Monthly Report of Operation, attached hereto as **Exhibit D**, or in a format previously approved by the State, and shall specify the current period and cumulative total of gross receipts for the concession through the end of the preceding month for the then current Contract Year. Concurrent with such monthly statement, the Concessionaire shall deposit into the FMIA the appropriate rent for the preceding calendar month as prescribed above. If, at the end of the Contract Year, the total of Percentage of Gross Receipts deposited (or due) during that Contract Year is less than the Minimum Annual Rent required for that Contract Year, the difference shall be remitted to the FMIA with the last monthly sales statement for the Contract Year.

Late Payment

Deposits must be completed by Concessionaire on or before the fifteenth (15th) day of the month as described above. Any late deposit shall constitute a breach of contract, giving rise to State's remedies as set forth below. Further, any late deposit will be subject to a late penalty consisting of an administrative charge on the late amount, calculated at the rate of five percent (5%) of the amount of the late payment rent or portion thereof. The parties agree that the late charge represents a fair and reasonable estimate of the costs State will incur because of late deposit. Acceptance of the late charge by State shall not constitute a waiver of Concessionaire's default for the overdue amount, nor prevent State from exercising the other rights and remedies granted under

this Contract. Concessionaire shall pay the late charge as additional rent with the next monthly rent deposit.

Any amount due to State, if not deposited within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Concessionaire, nor on any amounts on which late charges are paid by Concessionaire. Payment of interest shall not excuse or cure any default by Concessionaire.

Extenuating Circumstances/Act of Nature

Upon written request by the Concessionaire to State demonstrating unusual or extenuating circumstances causing the late deposit, the State, in its sole discretion, may waive the late charge. Further, in the event Concessionaire is prevented from carrying on the operations contemplated herein by reason of an Act of Nature or other reasons beyond Concessionaire's control, and when requested in writing in advance by Concessionaire, Minimum Annual Rent may be abated in proportion to the amount by which gross receipts are reduced by the occurrence for such period of reduced or non-operation, as determined at the sole discretion of State.

Rent Due if Termination

If this Contract is terminated by State because of Concessionaire's default, and if Concessionaire becomes liable for any deficiency in rent and/or fees by way of damages or otherwise, or if at any time during the Contract term Concessionaire ceases to conduct in the Premises the business referred to herein below, then from and after the time of the breach causing this termination, or from and after the time of the cessation of business, all unpaid rent and/or fees prior to the breach causing termination or cessation of business shall become due and payable. The amount due shall be deemed to be the greater of: (a) the Minimum Rent provided herein, or (b) an amount based upon the average of the payments that have accrued to State as percentage rent during the twenty-four (24) months preceding the termination or cessation of business, unless the termination or cessation occurs within three (3) years of the beginning of the Contract term, in which event the previous twelve (12) (or fewer, if applicable) months shall be used as the basis of this average.

5. FACILITY MAINTENANCE/IMPROVEMENT ACCOUNT

In accordance with Section 4, Rent, Concessionaire shall establish and fund a separate interest bearing Facility Maintenance/Improvement Account (FMIA). State shall be listed as one of the holders of the account and may independently withdraw funds. State must approve any Concessionaire withdrawals.

Concessionaire shall prepare an Annual Maintenance Plan (AMP) per park unit to be approved by State. The AMP shall contain costs for maintenance projects. Once approved by the State, the State will authorize FMIA expenditures to finance needed repairs. If FMIA funds are not sufficient, State shall inform Concessionaire which projects will be deferred. Concessionaire may pre-pay for State approved facility improvements using Concessionaire's own funds, in which case, future Minimum Rent payments shall be abated in proportion to the amount expended for the pre-payment of the facility improvement.

Closure of FMIA shall require signature of both Concessionaire and State. The entire sum of Concessionaire's rental payments shall be deposited each month into the FMIA. FMIA funds including all rental payments and interest earned shall be used for Category I and II Maintenance, as defined in Section 22, Housekeeping and Maintenance, or for emergencies as approved by the State. Upon termination of this contract, if all funds in the FMIA are not expended, the unused portion shall be returned to State within five (5) days of written notice by the State.

FMIA funds shall not be expended by Concessionaire for housekeeping activities or repairs to Concessionaire's personal property. If State determines funds have been expended by Concessionaire for purposes other than those approved in writing by State, Concessionaire shall reimburse the FMIA, including any accrued interest, within thirty (30) days written notification by State.

State may elect to receive all or part of the funds in the FMIA for projects in the parks covered by this contract. Within thirty (30) days of written request by State, Concessionaire shall remit requested funds to State.

Concessionaire shall provide State with monthly statements issued by Concessionaire's financial institution holding the account. Within sixty (60) days after the conclusion of each Contract Year, Concessionaire shall provide State with an

itemized statement documenting all expenditures from the FMIA for the previous Contract Year. Any account balance, including accrued interest, shall carry over to the next Contract Year.

Within thirty (30) days of Contract termination, Concessionaire shall provide State an accounting of all funds in the FMIA and Concessionaire shall pay any outstanding debt and financial obligations remaining from projects related to this Fund. Any remaining funds in the FMIA shall be immediately transferred to State.

6. <u>USE OF PREMISES</u>

The Premises shall be used by the Concessionaire for the provision of continued operation, maintenance and access for the use and enjoyment of the general public at park units located in the Central Valley areas of the State. Concession facilities may include, but are not limited to day use areas, campgrounds, parking, and picnic areas, as specified in **Exhibit A-1 and Exhibit A-2**. Development and operation of the Premises shall be conducted in accordance with all applicable State general planning principles, State Park and Recreation Commission policies and all federal, state, and local government statues, laws, and regulations.

The Use of Premises shall be consistent with the State approved Operation Plan, as proposed by Concessionaire and modified by State, as is reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department. The approved Operation Plan is incorporated herein and made part of this Contract as **Exhibit C**. Subsequent modification, if any, of the Operation Plan will need written State approval. At a minimum, operation of Premises shall include the following:

A. Reservations:

- 1. All reservations made more than 48 hours prior to arrival date shall be taken by the State's statewide reservation service provider.
- Fees shall be collected by said provider and routed to Concessionaire on a regular basis.
- 3. Concessionaire may offer reservations on a first-come, first-served basis for all stays occurring within 48 hours of the time of

- reservation. Concessionaire shall not charge an additional fee for these services.
- 4. Reservation requirements may be changed upon written approval by State.
- 5. No more than five percent (5%) of campsites may be held off the reservation system. No other campsites may be removed from the reservation system for any period of time without approval by State.
- 6. Concessionaire shall comply with State's reservation service contract requirements and State's reservation services rules, policies, and regulations.
- B. <u>Security</u>: Concessionaire shall provide security personnel, as necessary, to ensure the Premises are safe for public use.

Concessionaire is not expected to provide public safety services, but is expected to notify public safety agencies (via 911 or other means) or the appropriate entity as necessary.

If Concessionaire is unable to provide security personnel or respond to calls for service, Concessionaire may negotiate a separate agreement with State that may include monthly reimbursement to State for a State Park Peace Officer for the provision of patrol and security support services.

- C. <u>Volunteers</u>: Concessionaire may utilize volunteers, such as campground hosts, to meet staffing requirements.
- D. <u>Background Check</u>: Concessionaire will require all concession employees and volunteers in positions of special trust to undergo a background check, including references and fingerprints, to ensure that the individual has an acceptable record as a law-abiding citizen. The background check may be similar to the California Department of Justice's Live-Scan Program.

Concessionaire shall be responsible for covering all costs associated with said background checks. Any criminal offenses that have a nexus to said job should be considered as a basis for rejection from hire.

E. <u>Concessionaire Residence</u>: Concessionaire, hereinafter "Concessionaire Landlord," may occupy available housing to be utilized as a residence for

Concessionaire agent or employee of Concessionaire, hereinafter "Tenant," on a month-to-month basis only, upon written approval by the State and execution of a separate written Tenant Agreement between Tenant and Concessionaire Landlord, a sample of which is attached hereto as **Exhibit I**. For purposes of the Tenant Agreement, Concessionaire Landlord shall act as State's agent. In the event Concessionaire Landlord does not act, Concessionaire shall indemnify State to act. Tenant shall maintain the site and areas in, on, or adjacent to the site to a distance of not less than ten (10) feet and Tenant's personal property and equipment on such premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or unsightly obstructions of any kind. Tenant shall remedy without delay, upon seventy-two (72) hours of written notice by Concessionaire Landlord or State, any defective, dangerous, or unsanitary conditions. Further, all occupants of said site shall comply with all State Parks policies, rules, and regulations, and shall behave in a professional and courteous manner at all times. Tenant shall be entitled to guiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident or park visitor. Violations may result in termination of the residency rights provided herein. Upon sixty (60) days written notice by Concessionaire Landlord or State, Tenant shall vacate the site, remove all personal belongings, and completely restore the site to its original condition as of the execution date of Tenant agreement. Upon Tenant's failure to vacate the site, Concessionaire Landlord or State shall exercise all its rights and remedies it may have at law including but not limited to removal of Tenant's personal property by the State.

F. Rules and Regulations

Upon written permission by State, Concessionaire may adopt rules and regulations for the use and enjoyment of the Premises by the public, including special events. Any such rules and regulations adopted by Concessionaire shall

conform to and be consistent with the rules and regulations adopted by State and generally applicable to the State.

G. Hours of Operation:

1. At a minimum, Concession day use services shall be provided between sunrise and one hour after sunset and shall be open a minimum of 60 days per year, four (4) days per week between Memorial Day and Labor Day, unless otherwise approved by State.

In the event State deems the hours of operation inadequate for proper service to the public, State may require Concessionaire to adjust the days and/or hours of operation to a schedule provided by State. Concessionaire may remain open on other dates, observing same (or longer) hours, at Concessionaire's discretion with the concurrence of State. In the event of adverse weather or other operating conditions, State may permit the concession to reduce operating hours or close at any time during the term of this Contract. Concessionaire shall not use or permit the Premises to be used in whole or in part during the term of this Contract for any purpose other than as herein set forth without the prior written consent of the State.

H. <u>Third Party Rights</u>: The State reserves the right to grant additional leases, easements, or other appropriate right of entry permits to third parties that do not unreasonably conflict with Concession operations.

7. NATURAL AND CULTURAL RESOURCE MANAGEMENT

Concessionaire must adhere to all natural, cultural and scenic resource regulations as mandated by local, state and federal laws. These include the Federal and State Endangered Species Act, the National Historic Preservation Act, the National Environmental Policy Act, and the California Environmental Quality Act (CEQA), Public Resources Code 5024, 5097, et.seq, and the Secretary of the Interior's Standards for the Treatment of Historic Properties With Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings. Upon written permission by State, Concessionaire may improve the Premises by constructing and operating park related facilities that are in compliance with resource management policies as directed in the

park's general plan. These facilities shall not adversely affect the use and enjoyment of the Premises by the public. Consistent with the above:

- State will continue to be the lead agency for natural and cultural resource program as it has the responsibility for the stewardship of natural and cultural resources under the Public Resources Code (PRC) and other applicable constitutional and statutory requirements.
- 2. State will continue to be the lead agency for CEQA and PRC 5024 review/approval of all natural and cultural resource management projects, including vegetation, wildlife, maintenance of trails, historic buildings and structures, and all ground disturbing projects, and other resource stewardship requirements. Concessionaire will work along with STATE and other agencies (Cal Fire) to adhere to the park's wildfire management and fire and suppression plans.
- 3. Concessionaire shall support and follow the natural and cultural resource management policies listed in the park's General Plan and partner with State on appropriate resource management projects with oversight provided by the appropriate State staff, specifically Environmental Scientists, State Historians and State Archaeologists.
- 4. Concessionaire agrees to provide access to State Parks employees, contractors, or cooperators to carry out its responsibilities as a landowner and resource manager, including any associated preparation or follow-up activities.
- All natural and cultural resources work in the park, and requests for external funding for the management or restoration of natural resources in the park, shall be subject to the management and approval of State.

8. BONDS

A. All bonds required under this Contract must be in a form satisfactory to State, issued by a corporate surety licensed to transact surety business in the State of California.

- B. Performance Bond: Concessionaire operates, at Concessionaire's own cost and expense, agrees to obtain and deliver to State, prior to the commencement date of this Contract and prior to entering the Premises, and shall maintain in force throughout the term of this Contract, a valid Performance Bond (which may be renewed annually) in the sum of 6 months of Minimum Annual Rent/unit as bid payable to the State. This bond shall insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this Contract inclusive of, but not restricted to, the payment of all rentals, fees, and charges and prompt performance of and/or payment for all maintenance obligations. In lieu of a bond, the Concessionaire may substitute another financial instrument (such as an Irrevocable Standby Letter of Credit), which must be sufficiently secure and acceptable to State. At least thirty (30) days prior to the expiration or termination of said bond or acceptable financial instrument, a signed endorsement or certificate showing that said bond or financial instrument has been renewed or extended shall be filed with the State. Within 15 days of State's request, Concessionaire shall furnish State with a signed and complete copy of the valid bond or financial instrument.
- C. Beginning with Contract Year Six (6), and on the first day of every fifth Contract Year thereafter, the required bond amount shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure identified as **Exhibit B**. Concessionaire acknowledges that allowing the Performance Bond or other security instrument(s) to expire or otherwise terminate and/or allowing the total secured amount to fall below the security required herein will cause State to incur costs and significant risks not contemplated by this Contract, the exact amount of which will be difficult to ascertain. These costs include, but are not limited to, administrative costs and other expenses necessary to ensure continued performance of services for the public and protection of the Premises.

 Accordingly, if Concessionaire allows the Performance Bond or other security instrument to expire or otherwise terminate and/or allows the total secured amount to fall below the security required pursuant to this Contract,

Concessionaire shall pay to State an amount equal to five percent (5%) of the required security or five hundred dollars (\$500), whichever is greater. The parties agree that this charge represents a fair and reasonable estimate of the costs State will incur. Acceptance of this charge by State shall not constitute a waiver of Concessionaire's default, nor prevent State from exercising the other rights and remedies available to it under this Contract or applicable law, including the right to terminate this Contract and seek the payment of damages.

_____ [Initials of concessionaire(s)]

9. <u>INSURANCE</u>

- A. Concessionaire shall provide before entering the Premises and shall maintain in force throughout the term of this Contract the following insurance per park unit:
 - 1) Commercial General Liability Insurance: Concessionaire shall maintain commercial general liability insurance on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal and advertising injury. Because Concessionaire occupies State structures, liability insurance shall specify fire coverage (damage to rented premises) in an amount equal to the value of the occupied structures.
 - 2) <u>Liquor Liability</u>: Where alcohol sales are permitted, Concessionaire shall include liquor liability with limits no less than \$1,000,000.
 - 3) <u>Automobile Liability</u>: Concessionaire shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of motor vehicles including owned, hired and non-owned motor vehicles used by Concessionaire in the conduct of business under this Contract.

- 4) <u>Workers' Compensation Insurance</u>: Concessionaire shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Contract. Employer's liability limits of \$1,000,000 are required.
- 5) Accident Insurance: If a volunteer is not a State volunteer,
 Concessionaire shall provide Accident Insurance and require those
 volunteers to sign liability waivers. Waivers and accident insurance policy
 language shall indemnify the state for any torts or damages suffered by or
 caused by the Concessionaire's volunteers.
- 6) <u>Property Insurance</u>: Concessionaire shall provide property coverage for damage caused by fire, vandalism or natural disaster with limits based on the estimated replacement value of facilities occupied by Concessionaire.
- B. In the event of destruction, loss, or damage by fire or other cause of any of the State-owned buildings, improvements, or fixtures located on the Premises that the State determines (1) to be essential to the continued operation of the Contract and (2) cannot be repaired within one-hundred-eighty (180) days of the occurrence, the State may terminate this Contract. A decision by the State to terminate the Contract under this provision shall be communicated in writing to Concessionaire as soon as practicable. If the Contract is so terminated, State shall be entitled to the proceeds payable under any applicable insurance policies pertaining to the loss as its interest may appear. Receipt of such proceeds by State shall be in addition to the right of State to pursue whatever other remedies it may have to recover any losses due to the occurrence. If the State determines not to terminate the Contract, then, in State's discretion, any buildings, improvements, or fixtures built in replacement of any damaged or destroyed property shall be subject to the terms and provisions of this Contract as if they had existed at the onset. In no event shall the provisions of this Section be deemed or construed to relieve Concessionaire from the requirement to repair or replace any damaged or destroyed property except as specifically excepted by express terms of this Contract.

- C. Each policy of liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Concessionaire's limit of liability. The policy must include the State of California, Department of Parks and Recreation, its officers, agents, employees and servants as additional insured. This endorsement must be supplied under form acceptable to State. Any subcontractors shall be included under Concessionaire's policy or provide evidence of coverage equal to limits and policies required of Concessionaire
- D. Concessionaire must provide State with 30 days written notice of changes to insurance policy, including cancellation. In the event Concessionaire fails to keep in effect at all times the specified insurance coverage, State may, in addition to other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract."
- E. Each policy shall be underwritten to the satisfaction of the State. Concessionaire shall submit to State a signed and complete certificate of insurance with all endorsements required by this Section, showing to the satisfaction of State that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Concessionaire shall furnish State with a signed and complete copy of the required policy.

10. LIABILITY WAIVER

Concessionaire shall require that a liability waiver, equivalent to the waiver attached hereto as **Exhibit E**, Waiver of Liability and Release and incorporated herein by this reference, be executed between Concessionaire and each concession patron prior to the start of each rental or tour. Such waiver is subject to the State's approval and shall release State, its officers, employees, and agents from any liability resulting from any claim associated with services, equipment, and activities provided and facilitated on each rental or tour. The liability waiver text shall be pre-printed, and must be signed by every person participating in each rental or tour within the Premises as permitted in this Contract. Concessionaire shall make signed liability waivers available to State inspection and shall provide copies upon request. All required waivers shall comply with any and all conditions precedent to insurance coverage as required herein.

11. ALCOHOLIC BEVERAGES

Notwithstanding anything to the contrary, the sale of liquor, beer, or other alcoholic beverages on the Premises is expressly prohibited. Exception to this restriction may be allowed through the special event permit process, as approved by State.

12. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

- A. Facility Development: If Concessionaire desires to construct new facilities, Concessionaire's shall submit a Facility Improvement Plan to State for State's review and approval. All facility improvements shall be completed in accordance with Section 7, Natural and Cultural Resource Management. At Concessionaire's sole cost and expense, Concessionaire shall be responsible for the scheduling and securing of all environmental permits, design, construction permits, construction, construction mitigation measures, completion, and installation of facility improvements, décor, equipment, fixtures, and furnishings.

 Implementation of the Plan shall be in accordance with State's Guidelines for Construction Completion of Improvements, as provided by State and which may be updated from time to time, and generally as follows:
 - 1) Plan Amendment: Concessionaire shall meet with State within 14 days of contract execution to review the implementation plan and modify as reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department.
 - Schematic Design: Within four (4) weeks of contract execution, Concessionaire shall provide to State for its review and approval a Schematic Design. The State shall not unreasonably withhold such approval. The objective of the Schematic Design is to clearly define the Facility Improvement Plan and should include a site plan, building floor plans, all building elevations, outline specification, and

- any additional detailed specifications necessary to describe project work, floor area usage, Critical Path Method (CPM) or Gantt-type chart construction schedule, and Preliminary Statement of Probable Construction Cost. In developing such materials, Concessionaire shall consider the Project Evaluation Form provided by State to evaluate environmental permit requirements. If the State disapproves any element of the program statement, Concessionaire shall promptly submit to State all necessary modifications and revisions.
- Design Development: Within four (4) weeks of State's approval of 3) Concessionaire's Schematic Design, Concessionaire shall submit the Design Development for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Design Development is to define and describe all the important aspects of the Facility Improvement Plan and should include the necessary details of each element of the Schematic Design to adequately convey key conditions of major improvements. In addition, the Design Development should include Reflected Ceiling Plans, Schedules, Structural Requirements, Plumbing, Mechanical, and Electrical Plans, Food Service Requirements, Color Boards, Material and Systems Specifications, and an updated construction schedule and Preliminary Statement of Probable Construction Cost. If the State disapproves any element of the Design Development, Concessionaire shall promptly submit necessary modifications and revisions.
- 4) Working Drawings: Within four (4) weeks of State's approval of Concessionaire's Design Development, Concessionaire shall submit Working Drawings for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Working Drawings is to set forth in detail the requirements for construction of the Facility Development Plan including bidding and

contracting. At a minimum, the drawings should include all Design Development elements plus: complete documentation of quantities, qualities, and relationships of all work required to construct the Facility Improvement Plan; documentation of decisions made in the Design Development phase; all documentation needed for obtaining regulatory and State approvals; construction schedule; and the final Statement of Probable Construction Cost. If the State disapproves any drawings, plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions. No changes or alterations shall be made to the approved Working Drawings without prior written approval of State.

- B. Use of Consultants: Concessionaire shall employ licensed Contractor(s) in the completion of all required construction work. Additionally, Concessionaire shall utilize professional contractors and consultants, including architects(s) and engineer(s), acting in accordance with the latest American Institute of Architects' standards of practice to develop comprehensive construction plans, including schematic design plans, design development plans, and working drawings, and to conduct independent inspections and monitoring of all construction. Concessionaire agrees to select contractors and consultants who are licensed to practice in the State of California and are acceptable to the State. However, in no event shall State be deemed to have control of or be responsible for Concessionaire's final hiring decisions, the day-to-day management of the project, or administration of contracts with contractors or consultants. Contracts between Concessionaire and any contractor or consultant must be approved in writing by State in advance of execution by Concessionaire.
- C. <u>Permits</u>: At its sole cost and expense, including mitigation costs,
 Concessionaire shall obtain all permits, licenses, and other approvals
 necessary for the construction and completion of the Facility Improvement
 Plan. Such permits and approvals may include, but are not limited to,

those required under the California Environmental Quality Act (CEQA), Public Resources Code 5024 and County Health Department, California Coastal Act, California Building Code, and State Fire Marshal. All plans must comply with the Americans with Disabilities Act of 1990 (ADA) and require certification from the State's Accessibility Section in accordance with Contract Section 41, People with Disabilities Access Laws. Concessionaire shall reimburse State for all costs incurred by State on behalf of Concessionaire in association with acquisition of said permits and approvals. State will produce records of such costs for review by Concessionaire on a monthly basis. The State shall cooperate with Concessionaire with respect to securing said permits including the execution of documents required by a governmental authority to be initiated by State. In the event Concessionaire, having exercised all due diligence in applying for and seeking all approvals, cannot secure all required permits within two (2) years from Concessionaire's taking possession of the premises, the State shall have the option to terminate this Contract

D. State Approval/Acceptance of Plans and Work: Concessionaire shall allocate a minimum of thirty (30) days in construction schedules for each required review by State. Concessionaire shall reimburse State for all professional services, including but not limited to architectural, engineering, construction monitoring, inspection, plan review and approval. State will produce records of such costs for review by Concessionaire on a monthly basis. State's approval of the work and plans shall be for the purpose of determining that such work conforms in scope and quality to State's policies and standards, and in no way shall relieve Concessionaire or its contractors or subcontractors of the responsibility to perform and complete the work (1) in accordance with generally accepted industry standards, (2) faithfully adhering to the approved plans, specifications, and drawings, and (3) in accordance with all applicable codes, laws, regulations, or other requirements, including

- but not limited to, the standards contained in this Contract. Permission to start construction will not be granted until all required permits and approvals have been secured.
- E. <u>Alterations</u>: It is the intent of this Contract and the contracting parties that the concession facilities contemplated herein shall not only be constructed in accordance with the requirements herein, but in coordination with State's development of the unit. The State, in its discretion after consultation with Concessionaire, may alter the Facility Improvement Plan and Working Drawings and construction schedule, and/or the construction timeline to agree with its schedule of development for the unit. Any changes to the timeline shall not be earlier than the dates set forth in the Working Drawings, as approved by State, except with concurrence of Concessionaire.
- F. <u>Completion of Improvements</u>: Upon State approval of the Working Drawings and receipt of all required permits, licenses, and other approvals, Concessionaire shall commence construction to the facility as described herein, and prosecute the same to completion with all due diligence and within **four (4) months**. Such time shall be extended as reasonably necessary in the event of delays caused by fire, earthquakes, wars, strikes, adverse weather, or other calamity beyond Concessionaire's control. Concessionaire shall hold monthly or more frequent status meetings throughout the period of construction, which shall include representatives of the general contractor, appropriate subcontractors, a representative of Concessionaire, and a representative of the State.

Upon completion of construction, Concessionaire shall have work inspected by the Accessibility Section for compliance with the ADA. (1) file a Notice of Completion of Construction in County within which work was executed, and identify State as recipient of recorded document; (2) secure Certificate of Occupancy if required by State Fire Marshal; (3) provide State with a complete set of "as-built" plans and updated specifications for all improvements in a format acceptable to State; (4) submit evidence that all improvements are clear of any

mechanic's liens; (5) have work certified by a licensed architect or engineer to be in compliance with the Working Drawings as approved by State and all applicable building or other laws, codes, or regulations; (6) secure sign-off for CEQA compliance; (7) have work inspected by the Accessibility Section for compliance with ADA and (8) submit an account of the cost for all facility improvements, excluding equipment and trade fixtures that are the personal property of Concessionaire.

The cost accounting as required by item (8) above shall include cost statements and substantiating invoices for all project expenses including labor and materials. After such accounting has been examined by State, State in its sole discretion will establish in a reasonable and fair manner the cost of facilities and improvements for the purposes of evaluating Concessionaire's compliance with the facility development expenditure requirements of this Contract. In the event such accounting is not filed by Concessionaire at the time specified, State shall estimate the cost of the project and serve notice of same on Concessionaire in the manner provided herein.

13. CONTRACT NOTICE

Any notices required to be given or that may be given by either party to the other shall be deemed to have been given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

Concessionaire at: CT-ConcessionaireName

CT-ConcessionContactAddress

CT-ConcessionCityState CT-ConcessionZip

CT-ConcessionairePhone

State at: Department of Parks and Recreation

CT-DPRContactLocation

CT-DPRContactAddress1

CT-DPRContactAddress2

CT-DPRContactPhone

Copy to: Department of Parks and Recreation

Concessions, Reservations & Fees Division, Room 1442-13 P.O. Box 942896 Sacramento, California 94296-0001 916-653-7733

The address to which notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, but nothing in this Section shall preclude the giving of any such notice by personal service.

14. RECORDS AND REPORTS

Financial Records

Concessionaire shall keep separate true and accurate books and records per park unit showing all of Concessionaire's business transactions under this Contract in a manner that conforms to industry standards and practices and in a manner acceptable to State. Concessionaire shall keep all records for a period of at least four years.

In accordance with Public Resources Code Section 5080.18(b), copies of all sales and use tax returns submitted by Concessionaire to the California State Board of Equalization, the Employment Development Department, the Franchise Tax Board, or any other governmental agency shall be concurrently submitted to State.

Audits

In accordance with Public Resources Code Section 5080.18(c), State shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records and returns. Concessionaire hereby agrees to make all such records, books, and tax returns available to State upon State's request therefor. Concessionaire further agrees to allow interviews of any employees who might reasonably have information related to such records.

Concessionaire's Financial Statement

Concessionaire will submit to State, no later than May 1st of each year during the term of this Contract, a verified profit and loss statement per park unit for the previous calendar year. Such statement shall be submitted on Form DPR 86, "Concessionaire's Financial Statement", attached hereto as **Exhibit F**, or in a format previously approved

by the State, and shall contain an appropriate certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly reported to the State. Within forty-five (45) days of the expiration or termination of this Contract, Concessionaire shall submit to the State a profit and loss statement for the period of operation not previously reported prepared in the manner stated above., including anticipated FMIA expenditures, must be approved by the state before improvements are made.

Monthly Attendance Reports

Concessionaire shall provide STATE with a monthly attendance report per park unit to include a reasonable monthly estimate of the number of visitors and vehicles to Premises. Monthly report shall be submitted to STATE by the 15th day of the following month on a STATE DPR 449, Monthly Attendance Form **Exhibit L**.

Semi-Annual Interpretive Reports

Concessionaire will provide semi-annual reports of participation in interpretive programs, per park unit on a DPR 918, Semi-Annual Interpretive Summary, **Exhibit N**, to the State.

Cash Registers

Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the State, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-resettable and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the State upon State's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

15. GROSS RECEIPTS

The term "gross receipts", wherever used in this Contract, is intended to and shall mean all moneys, property, or any other thing of value received by or owed to Concessionaire and any sub-concessionaire or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession

related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Contract, or that associates with or implies an endorsement by State, all without deduction. The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

Reservation deposits shall not be included in gross receipts until the services that relate to the deposit have been rendered by Concessionaire or the reservation has been canceled and the deposit has been retained by Concessionaire in accordance with the deposit policy as approved in advance in writing by the State. Such advance deposits shall be retained in an interest-bearing joint trust account. All earned interest, including interest earned on a reservation deposit, shall be included in gross receipts for the month such earned interest is reported to Concessionaire.

16. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES

Concessionaire shall staff, operate, manage, and provide all goods, services, and facilities offered in a first-class manner and comparable to other high quality concessions providing similar facilities and services. State reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety and/or to ensure that the public receives, in the State's view, fair pricing, proper service, and appropriate quality. State reserves the right to prohibit the sale or use of non-recyclable containers or plastics.

Concessionaire may charge camping and day use fees consistent with State's fees. Rates and fees must be approved in writing by State.

Any increased rates or charges to park visitors proposed by Concessionaire following contract approval shall be submitted in writing for the State's approval. Rate increases may not be imposed retroactively.

For the first contract year, receipts and passes showing that a visitor has paid for current State day use and camping will be honored by Concessionaire as "paid day use" and State will reciprocally honor receipts from Concessionaire. After the first contract

year, Concessionaire and State may choose to honor each other's passes/day use receipts, upon mutual agreement.

17. PERFORMANCE EVALUATIONS AND INSPECTION

As part of its administration of this Contract, State will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. A "Concessionaire Performance Rating" (DPR Form 531) attached hereto as Exhibit G, or other similar format(s) as may be adopted by the State will be utilized for evaluation purposes. State further reserves the right of ingress and egress without notice to inspect concession operations for the purposes of evaluating Concessionaire's performance of the terms and conditions of this Contract; to inspect, investigate, and/or survey the Premises; and to do any work thereon of any nature necessary for preservation, maintenance, and operation of the State Park System. Concessionaire agrees to cooperate with State in all respects related to the implementation of State's Concession Performance Evaluation program and with State's activities on the Premises. State shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of State's entry in the Premises as provided herein, except damage resulting from the active negligence or willful misconduct of State or its authorized representatives.

18. HOLD HARMLESS AGREEMENT

Concessionaire hereby waives all claims and recourse against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the State, its officers, agents, or employees. Concessionaire shall protect, indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorney fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of the Premises property described herein and compliance with all laws, including but not

limited to the Americans With Disabilities Act of 1990 as provided for herein, except for liability arising out of, and to the extent of, the sole gross negligence or willful misconduct of State, its officers, agents, or employees or other wrongful acts for which the State is found liable by a court of competent jurisdiction.

19. TAXES

- A. By signing this Contract, Concessionaire acknowledges that occupancy interest and rights to do business on state property being offered Concessionaire by this Contract may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Concessionaire to liability for the payment of property taxes levied on such possessory interest.
- B. Concessionaire agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this Contract, or any possessory right that Concessionaire may have in or to the premises covered hereby, or the improvements thereon by reason of Concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Concessionaire in or about the Premises.

20. MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS

In the event that Concessionaire desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, required accessibility barrier removal work, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "Alteration(s)"), the approval in writing of State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process.

The Premises as, shown on **Exhibit A-1**, include a state historic facility, as defined in Public Resources Code Section 5024. No alteration, modifications, demolition, or construction, other than those which may be outlined herein, may be

commenced without prior written approval from State in accordance with Public Resources Code Section 5024.5.

Once any Alteration has been approved by State and the work has begun, Concessionaire shall, with reasonable diligence, prosecute to completion all approved Alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to State as required herein, and shall comply with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of Concessionaire, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary for the construction of approved Alterations.

Title to all Alterations and improvements existing or hereafter erected on the Premises, regardless of who constructs such improvements, shall immediately become State's property and, at the end of the Term, shall remain on the Premises without compensation to Concessionaire. Concessionaire agrees never to assail, contest, or resist title to the Alterations and improvements. The foregoing notwithstanding, State may elect, by notice to Concessionaire, that Concessionaire must remove any Alterations that are peculiar to Concessionaire's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, Concessionaire shall bear the cost of restoring the Premises to its condition prior to the installment of the Alterations.

21. PERSONAL PROPERTY

Except to the extent covered by Section 20, "Modifications, Additions, Title to Improvements", title to all personal property provided by Concessionaire shall remain in Concessionaire. Concessionaire shall not attach any personal property to any building without first obtaining State's written approval. Unless approved in writing by State, all property attached to real property will be considered a real property improvement and shall become property of State at the time this Contract is terminated.

22. HOUSEKEEPING AND MAINTENANCE

During the term of this Contract at Concessionaire's own cost and expense, Concessionaire shall maintain and operate the Premises and areas in, on, or adjacent to a distance of not less than fifty (50) feet, including personal property and equipment, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. Concessionaire shall remedy without delay any defective, dangerous, unsafe, or unsanitary conditions.

- A. <u>Housekeeping</u>: Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, irrigating, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing, hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks and includes:
 - 1) Fire clearance around Premises
 - 2) Repair or replace a broken door or window
 - 3) Minor repairs (less than \$100), such as:
 - a) a damaged fence section
 - b) minor vandalism
- B. <u>Maintenance and Repairs</u>: For the purposes of this Contract, the term "maintenance" is defined as all repair and preservation work (that is not housekeeping), necessary to maintain Premises in a good state of repair, as well as to preserve for their intended purpose for an optimum useful life.

1) <u>Category 1 Maintenance Work - Repairs</u>

Category I maintenance work includes all preventive and recurring maintenance which in necessary every year, as well as that portion of regular maintenance activities which recur on two to five year cycles, which falls due during the budget year in question. Category I repairs must be approved by the State and submitted in an annual Category I Maintenance project plan. Once approved, by State, Category 1

Maintenance repairs may be funded from the Facility Maintenance Improvement Account.

The following are examples of Category I Maintenance:

- Paint the exterior and /or interior of a building
- Repair a faulty sewer line
- Patch a surfaced road or grade an un-surfaced road
- Repair a water line or valve

2. Category II Maintenance- Replace

Category II Maintenance includes maintenance work performed on a six or more year cycle and usually includes replacement of all or a substantial portion of a "system", within facilities or structures. The following are examples of Category II Maintenance:

- Replacing a roof
- Replacing a septic tank or leach field
- Replacing a heating or AC system
- Replacing a majority of a fence line

Category II Maintenance does NOT include replacement of an entire facility, structure, or major infrastructure system such as water, sewer and electrical systems. Category II projects must be approved by the State and submitted in an annual Category II Maintenance project request plan.

C. <u>Pest Inspections</u>

Pest inspections shall be performed regularly and may be funded from the FIMA. Concessionaire will remedy all pest infestations in a timely manner.

Concessionaire shall provide to State copies of all pest inspection reports or other professional assessments of the condition of the facilities. (Refer to Section 25 "Hazardous Substances" for information on pest control.)

D. Incomplete Repairs/Maintenance

Should Concessionaire fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for Concessionaire. In this event, Concessionaire shall promptly reimburse State for the cost thereof provided that State shall first give Concessionaire ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvements on the Premises. Concessionaire hereby expressly waives the right to make repairs at the expense of State and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Contract.

23. <u>UTILITIES AND SERVICES</u>

Concessionaire shall be responsible for all costs associated with the installation and provision of all utilities necessary to and used in connection with the Premises, including but not limited to sewage disposal. When installing facilities, no trees shall be trimmed or cut without permission of State. Removal and disposal of all rubbish, refuse, and garbage resulting from concession's operations shall be the Concessionaire's responsibility and shall be disposed of outside the park unit and in accordance with applicable laws and local ordinances. All trash containers and/or trash bins shall be adequately screened to the satisfaction of State.

24. WASTE MANAGEMENT

A. <u>Environmental Conservation Program</u>: Concessionaire shall set a positive example in waste management and environmental awareness that shall lead to preservation of the resources of the State. Accordingly, Concessionaire shall prepare and execute a program, subject to the prior written approval of the State, designed to reduce environmental impacts that result from concession operations. This program shall address, but not be limited to: solid waste management, including reduction, reuse and recycling; water and energy conservation, pest management, grease

removal and disposal, hazardous materials handling and storage, and air quality. Specifically, the program must include the following:

1) Recycling and Beverage Container Programs: The Concessionaire shall implement a source reduction and recycling program designed to minimize concession and patron use of disposable products, per Public Contract Codes Sections 12161 and 12200 et seq. Reusable and recyclable products are preferred over "throwaways". Where disposable products are needed, products that have the least impact on the environment will be selected. No Styrofoam containers or other non-biodegradable containers are to be used or sold by Concessionaire. The use of "post-consumer" recycled products is encouraged wherever possible.

The Concessionaire shall participate in the California beverage container redemption/recycling program. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. At the start of each Contract Year, Concessionaire and State shall review items sold, and containers or utensils used or dispensed by Concessionaire, and, whenever possible, eliminate the use of non-returnable or non-recyclable containers or plastics.

- 2) Water and Energy Conservation: The Concessionaire shall implement water and energy conservation measures. As new technologies are developed, Concessionaire shall explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, and/or reduced impacts on the environment.
- 3) Erosion Control/Water Quality/Environmental Sensitivity: The Concessionaire shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including, but not limited to, erosion control, water quality and environmental sensitivity standards.

B. <u>Air and Water Pollution Violation</u>: Under State laws, Concessionaire shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. HAZARDOUS SUBSTANCES

- A. <u>Use of Premises</u>: On the Premises, and notwithstanding sections B and C below, Concessionaire, unless otherwise approved in writing by State shall not:
 - 1) Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
 - 2) Carry-on any offensive or dangerous trade, business, or occupation;
 - 3) Use or operate any machinery or apparatus that shall injure the premises or adjacent buildings in any way; or
 - 4) Do anything other than is provided for in this Contract.
- B. Nothing in this Section shall preclude Concessionaire from bringing, keeping, or using on or about said premises such materials, supplies, equipment, and machinery as is appropriate or customary in carrying-on Concessionaire's business.
- C. <u>Hazardous Materials</u>: Gasoline, oil, and other materials considered under law or otherwise to be hazardous to public health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.
- D. <u>Storage of Hazardous Materials</u>: Concessionaire shall comply with all applicable laws and best practices pertaining to the use, storage, transportation, and disposal of hazardous substances. Concessionaire shall protect, indemnify, defend, and hold harmless the State or any of its affiliates, successors, principals, employees, or agents against any liability, cost, or expense, including attorney's fees and court costs, arising from illegal use, storage, transportation,

or disposal of any hazardous substance, including any petroleum derivative, by Concessionaire. Where Concessionaire is found to be in breach of this provision due to the issuance of a government order directing Concessionaire to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by Concessionaire or any person acting under Concessionaire's direct control or authority, Concessionaire shall be responsible for all cost and expense of complying with such order, including any and all expenses imposed on or incurred by the State in connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming Concessionaire, or Concessionaire incurs any liability during or after the term of the Contract in connection with contamination that preexisted the Concessionaire's obligations and occupancy under this Contract or prior contracts, or that were not directly caused by Concessionaire, the State shall be solely responsible as between Concessionaire and the State for all expenses and efforts in connection therewith, and State shall reimburse Concessionaire for all reasonable expenses actually incurred by Concessionaire therewith.

- E. <u>Certification</u>: Upon termination of this Contract, when requested by State, Concessionaire shall provide certification prepared by a Certified Industrial Hygienist that there is no hazardous waste contamination and/or damage to the Premises.
- F. Pest Control Activities: All pest control activities, chemical and non-chemical, shall be approved by the State prior to action by the Concessionaire. Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a DPR 191, "Pest Control Recommendation" Exhibit K, attached hereto and made a part of this contract (or equivalent) to the State for approval. The State has fourteen (14) days to approve or deny the request. Such approval shall be solely for compliance with State's policies and in no way shall relieve Concessionaire or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities and from carrying out the work in a workmanlike manner.

Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, "Pest Control Recommendation" (or equivalent information).

26. EQUIPMENT

Concessionaire, at Concessionaire's own expense, shall completely equip the concession improvements described herein and shall keep the same equipped in a safe and first-class manner throughout the term of this Contract.

27. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, circulated, or published, including electronically or on the internet, without prior written consent of the State and only consistent with the purposes of the Contract.

28. PHOTOGRAPHY

State may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary business of Concessionaire. Such permits shall not be deemed to be a competitive activity with regard to Concessionaire's rights to possession and operation under this Contract.

29. INTELLECTUAL PROPERTY RIGHTS

A. Any names, logos, and/or trademarks developed during and/or pursuant to this Contract that will in any way associate with, identify, or implicate an affiliation with California State Parks shall be approved by State, but, whether or not so approved, shall be deemed to have been developed pursuant to this Contract and licensed hereunder to Concessionaire for the term of this Contract only; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this

Contract, and all goodwill and other rights in said marks shall inure to the benefit of the State as the mark owner. Further, any original works of authorship in which copyright resides, and any other proprietary rights, including without limitation trade secrets and know-how, which are developed during and/or pursuant to this Contract, shall be deemed to be works made for hire in consideration of Concessionaire's rights and benefits hereunder, or alternatively Concessionaire agrees to assign such copyrights to the State, and shall be owned by the State; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this Contract. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this Contract. Further, Concessionaire shall deliver to the State upon request the electronic media that contain the design or other such files containing such information. Drawings and Project Manuals shall be provided in electronic format using industry standard software and in compliance with State's Guidelines for Construction and Completion of Improvements. Concessionaire intends and agrees to assign to State all right, title, and interest in and to such materials, as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

- B. Concessionaire warrants that it has the full right, power, and authority over and is the sole exclusive owner of all tangible and intangible property deliverable to State in connection with this Contract and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlement, encumbrances, or security interests.
- C. Concessionaire agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (i) obtaining State's prior written permission, and (ii) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display and distribute any such prior works for any purpose whatsoever.
- D. Concessionaire further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. Concessionaire agrees to execute any

documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights, or any other statutory protection in such work product, including an assignment of copyright, in all deliverables. Concessionaire further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

- F. The State hereby grants Concessionaire, and Concessionaire hereby accepts non-exclusive, non-assignable permission to use certain trademarks hereinafter referred to "Mark" (such as the California State Parks Logo), created and owned by the State, in accordance with **Exhibit H** License/Permission for use of Trademarks, attached hereto and made part of this Contract and the following terms and conditions:
 - 1) Any use of Mark is subject to advance review and approval by State's Representative or designee.
 - 2) One copy of any published work or product using the Mark must be provided to State.
 - 3) Concessionaire shall not modify or alter the Mark in any way without prior written approval from State.
 - 4) A record of each authorized Concessionaire use of the Mark shall be maintained by the District Superintendent or designee.
 - 5) State reserves right to terminate Concessionaire's permission to use Mark due to unauthorized use of the Mark, whereupon all rights granted herein shall revert immediately to State.
- E. Concessionaire, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder or use of Mark by Concessionaire. Concessionaire shall pay all costs, expenses, losses and damages, judgments and claims including reasonable attorney's fees, expert witness fees and other costs.

30. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

Concessionaire acknowledges that the State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public, and Concessionaire agrees to participate

in this program in the manner described below without compensation from the State for such cooperation.

- A. Concessionaire agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.
- B. Concessionaire agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.

Concessionaire agrees to rent or sell, along with all other items of merchandise that are part of the Concessionaire's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Concessionaire is authorized to sell or rent it under the terms of the Contract, and the Concessionaire receives reasonable compensation for its sale.

31. <u>DEFAULT BY CONCESSIONAIRE</u>

- A. <u>Defaults</u>: The occurrence of any one of the following shall constitute a default and breach of this Contract by Concessionaire:
 - 1) <u>Failure to Pay Rent</u>: Any failure of Concessionaire to make timely rent deposits due into the FMIA or any other monetary sums required to be paid hereunder where such failure continues for a period of ten (10) consecutive days after such sums are due.
 - 2) <u>Absence from Premises</u>: Any complete absence by Concessionaire or its agents and employees from the Premises for thirty (30) consecutive days or longer. The Premises shall be deemed abandoned after State has followed the procedures set forth in Civil Code Section 1951.3.
 - 3) <u>Nuisance</u>: Should Concessionaire create or allow to be created a nuisance on the Premises, State may declare an immediate event of default and enter upon and take possession and/or demand an assignment of the right to operate the Premises without notice to Concessionaire. Concessionaire shall immediately vacate the Premises

and remove all personal property within thirty (30) days after State's declaration of default.

- 4) Failure to Observe Other Provisions: Any failure by Concessionaire to observe or perform another provision of this Contract where such failure continues for twenty (20) consecutive days after written notice thereof by State to Concessionaire; this notice shall be deemed to be the notice required under California Code of Civil Procedure Section 1161. However, if the nature of Concessionaire's default is such that it cannot reasonably be cured within the twenty (20) day period, Concessionaire shall not be deemed to be in default if it is determined at the sole discretion of State that Concessionaire has commenced such cure within the twenty (20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of State.
- 5) Involuntary Assignments, Bankruptcy: State and Concessionaire agree that neither this Contract nor any interest of Concessionaire hereunder in the Premises shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including, without limitation, the following: (a) transfer by testacy or intestacy; (b) assignments or arrangements for the benefit of creditors; (c) levy of a writ of attachment or execution on this Contract; (d) the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which Concessionaire is a party; or (e) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Concessionaire and State shall have the right to elect to take immediate possession of the Premises, to terminate this Contract and/or invoke other appropriate remedies as set forth below, in which case this Contract shall not be treated as an asset of Concessionaire.

B. <u>Notices of Default</u>: Notices of default shall specify the alleged default and the applicable contract provision and shall demand that Concessionaire perform the provisions of this Contract within the applicable time period or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Contract unless State specifically so states in the notice.

32. STATE'S REMEDIES

In the event of default by Concessionaire, State shall have the following remedies. These remedies are not exclusive; they are cumulative and are in addition to any other right or remedy of State at law or in equity.

- A. <u>Collection of Rent</u>: In any case where State has a cause of action for damages, State shall have the privilege of splitting the cause to permit the institution of a separate suit for rent due hereunder, and neither institution of any suit, nor the subsequent entry of judgment shall bar State from bringing another suit for rent; it being the purpose of this provision to provide that the forbearance on the part of State in any suit or entry of judgment for any part of the rent reserved under this Contract, to sue for, or to include in, any suit and judgment the rent then due, shall not serve as defense against, nor prejudice a subsequent action for, rent or other obligations due under the Contract. The claims for rent may be regarded by State, if it so elects, as separate claims capable of being assigned separately.
- B. <u>Maintain Contract in Effect</u>: The State has the remedy described in California Civil Code 1951.4 (lessor may continue lease in effect after lessee's breach or abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). The following do not constitute a termination of the Concessionaire's right to possession: (1) Acts of maintenance or preservation or efforts to relet the Premises; (2) The appointment of a receiver upon initiative of the State to protect State's interests under the Contract; (3) Withholding consent to a subletting or assignment so long as such consent is not unreasonably withheld.

- C. <u>Continued Performance</u>: At State's option, Concessionaire shall continue with its responsibilities under this Contract during any dispute.
- D. <u>Termination of Concessionaire's Right to Possession</u>: Upon an event of default, State may terminate Concessionaire's right to possession of the Premises at any time by written notice to Concessionaire. In the absence of such written notice from State, no act by State, including, but not limited to, acts of maintenance, efforts to relet and/or assign rights to possession of the Premises, or the appointment of a receiver on State's initiative to protect State's interest under this Contract shall constitute an acceptance of Concessionaire's surrender of the Premises, or constitute a termination of this Contract or of Concessionaire's right to possession of the Premises. Upon such termination, State has the right to recover from Concessionaire:
 - 1) the worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Contract;
 - 2) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Contract until the time of the award exceeds the amount of loss of rent that Concessionaire proves could have reasonably been avoided;
 - 3) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Concessionaire proves could have been reasonably avoided; and
 - 4) any other amount necessary to compensate State for all the detriment proximately caused by Concessionaire's failure to perform its obligations under this Contract, which, without limiting the generality of the foregoing, includes any cost and expenses incurred by the State in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new concessionaire, in making any repairs or alterations to the Premises necessary for a new concessionaire, in making any repairs or alterations to the Premises, and costs of clearing State's title of any interest of

Concessionaire, commissions, attorneys' fees, architects' fees, and any other costs necessary or appropriate to make the Premises operational by a new concessionaire.

"The worth, at the time of the award," as used herein above shall be computed by allowing interest at the lesser of a rate of ten percent (10%) per annum or the maximum legal rate.

E. Assignment at State's Direction: In the event of a default by Concessionaire, when cure is not received and acknowledged by State after having provided notice of the breach as provided herein above, Concessionaire shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy, possess, and operate on and in the Premises to State's designee within thirty (30) days of receipt of written demand by State.

Concessionaire shall further remove itself and its personal property from the Premises within the same time frame. Concessionaire agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of Concessionaire under the Contract shall transfer to the assignee.

Any designated assignee, as provided for herein, shall take and operate the concession under the same terms and conditions as those set forth herein, except for requirements that have already been performed and are no longer applicable. However, Concessionaire shall not be relieved of obligations incurred. An assignment of the Contract pursuant to the terms hereof shall not cause the Contract to terminate and shall not work a merger.

On or before termination of this Contract, Concessionaire at its own expense shall remove all personal property brought onto the Premises by Concessionaire. Concessionaire, at Concessionaire's expense, shall restore and repair the Premises, and any of Concessionaire's improvements or fixtures remaining thereon, to a good, clean, safe, and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the Premises.

F. <u>Receiver</u>: If Concessionaire is in default of this Contract, State shall have the right to have a receiver appointed to collect rent and conduct

Concessionaire's business or to avail itself of any other pre-judgment remedy.

Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by State to terminate this Contract.

- G. Right to Cure Concessionaire's Default: At any time after Concessionaire commits a default, State can cure the default at Concessionaire's cost. If State, at any time by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Concessionaire to State, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by State until State is reimbursed by Concessionaire. Any such sum shall be due as additional rent.
- H. <u>Personal Property of Concessionaire</u>: In the event any personal property or trade fixtures of Concessionaire remain at the Premises after State has regained possession or after an assignment is accomplished, that property or those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.
 - 1) <u>State's Obligations After Default</u>: State shall be under no obligation to observe or perform any covenant of this Contract on its part to be observed or performed that accrues after the date of any default by Concessionaire. Such nonperformance by State shall not constitute a termination of Concessionaire's right to possession nor a constructive eviction.
 - 2) <u>No Right of Redemption</u>: Concessionaire hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law that allows Concessionaire any right of redemption or relief from forfeiture in the event State takes possession of the Premises by reason of any default by Concessionaire.
 - 3) Other Relief: All monetary obligations of the Concessionaire of any kind shall be considered rent. State shall have such rights and remedies for failure to pay such monetary obligations as State would have if Concessionaire failed to pay rent due. The remedies provided in this

Contract are in addition to any other remedies available to State at law, in equity, by statute, or otherwise.

4) No Buy-out: In accordance with Public Resources Code Section 5080.18 (h), where the Contract has been terminated due to a breach on the part of the Concessionaire under any terms of this Contract the State shall not be obligated to purchase any improvements made by Concessionaire or to pay the Concessionaire for said improvements before or after taking possession of the Premises.

33. <u>DEFAULT BY STATE</u>

State shall not be in default of the performance of any obligation required of it under this Contract unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by Concessionaire to State specifying the alleged default and the applicable contract provision giving rise to the obligation. However, if the nature of State's obligation is such that more than thirty (30) days is required for its performance, then State shall not be deemed in default if it shall commence performance within such 30-day period and thereafter diligently prosecute the same to completion.

34. SURRENDER OF THE PREMISES; HOLDING OVER

- A. <u>Surrender</u>: On expiration or within thirty (30) days after earlier termination of the Contract, Concessionaire shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that Concessionaire is obligated to remove. Concessionaire shall remove all of its personal property and shall perform all restoration required by the terms of this Contract within the above stated time unless otherwise agreed to in writing.
 - 1) <u>Personal Property</u>: All of Concessionaire's personal property remaining on the Premises beyond such time specified in this Section shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, or such other laws

as may be enacted regarding the disposition of Concessionaires' property remaining at the Premises. Concessionaire waives all claims against State for any damage to Concessionaire resulting from State's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to State for State's costs in storing, removing, and disposing of Concessionaire's personal property or trade fixtures.

- 2) <u>Failure to Surrender</u>: If Concessionaire fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, Concessionaire shall hold State harmless for all damages resulting from Concessionaire's failure to surrender the Premises.
- B. <u>Holding Over</u>: After the expiration or earlier termination of the term and if Concessionaire remains in possession of the Premises with State's express consent, such possession by Concessionaire shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. Concessionaire shall pay such rent and all other sums required to be paid hereunder monthly on or before the fifteenth day of each month. All other provisions of this Contract except those pertaining to the term shall apply to the month-to-month tenancy.

35. NO RECORDATION; QUITCLAIM

- A. No Recordation: This Contract shall not be recorded.
- B. Quitclaim: Concessionaire shall execute and deliver to State on the expiration or termination of this Contract immediately on State's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form or such other document as may be necessary, to remove any claim of interest of Concessionaire in and to all property belonging to the State. Should Concessionaire fail or refuse to deliver to State a quitclaim deed or other documents as aforesaid, a written notice by State reciting the failure of the Concessionaire to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive

evidence against the Concessionaire and all persons claiming under Concessionaire of the termination of this Contract.

36. <u>ATTORNEYS FEES</u>

Concessionaire shall reimburse the State on demand for all reasonable attorney fees (including attorneys fees incurred in any bankruptcy or administrative proceeding or in any appeal) and expenses incurred by State as a result of a breach or default under this Contract. If Concessionaire becomes the prevailing party in any legal action brought by State, Concessionaire shall be entitled to recover reasonable attorney fees and expenses incurred by Concessionaire and need not reimburse the State for any attorney fees and expenses incurred by the State.

37. EXPATRIATE CORPORATIONS

Concessionaire hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State.

38. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

Concessionaire shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Contract, including obtaining and maintaining all necessary permits and licenses. Concessionaire acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historic preservation, environmental impacts, and State building codes and regulations.

39. NONDISCRIMINATION

During the performance of this Contract, Concessionaire and its employees shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or any member of the public because of sex, sexual

orientation, race, color, religious creed, marital status, need for family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, need for pregnancy disability leave, or need for reasonable accommodation. Concessionaire shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

For contracts over \$100,000 executed or amended after January 1, 2007, the Concessionaire certifies compliance with Public Contract Code Section 10295.3 concerning domestic partners.

Further, as part of compliance with the foregoing, Concessionaire and Concessionaire's employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Concessionaire or Concessionaire's employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person.

Concessionaire shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (California Code of Regulations, title 2, Section 7285.0 et seq.). Concessionaire shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Concessionaire shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this Contract.

In the event of violation of this Section, the State will have the right to terminate this Contract, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Concessionaire.

40. PEOPLE WITH DISABILITIES ACCESS LAWS

Without limiting Concessionaire's responsibility under this Contract for compliance with all laws, with regard to all operations and activities that are the responsibility of Concessionaire under this Contract, Concessionaire shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)], the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which Concessionaire is responsible for operation, maintenance, construction, restoration, or renovation under this Contract, Concessionaire also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

41. <u>DRUG-FREE WORKPLACE</u>

Concessionaire agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21 entitled "Drug-Free Workplace Certification", **Exhibit J**, attached hereto and made a part of the Contract.

42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The Concessionaire, by signing this Contract, does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Concessionaire within the two-year period immediately preceding the date of this Contract because of Concessionaire's failure to comply with a Federal Court order that Concessionaire shall comply with an order of the National Labor Relations Board.

43. CHILD SUPPORT COMPLIANCE ACT

In the event the annual gross income generated as a result of this Contract shall exceed One Hundred Thousand Dollars (\$100,000.00), Concessionaire acknowledges that:

- A. The Concessionaire recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall comply with all applicable state and federal laws provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Concessionaire to the best of its knowledge is complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

44. INDEPENDENT CONTRACTOR

In the performance of this Contract, Concessionaire and the agents and employees of Concessionaire shall act in an independent capacity and not as officers or employees or agents of the State.

45. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official, employee in the state civil service, other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in the procuring of this Contract; (b) will be employed in the performance of this Contract without the immediate divulgence of such fact to State. In the event State determines that the employment of any such official, employee, associated person, or business entity is not compatible, Concessionaire shall terminate such employment immediately. For breaches or violation of this Section, State shall have the right both to annul this Contract without liability and, in its

discretion, recover from the Concessionaire the full amount of any compensation paid to such official, employee, or business entity.

46. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same or any part thereof from being carried out.

47. WAIVER OF CONTRACT TERMS

Unless otherwise provided by this Contract, no waiver by either party at any time of any of the terms, conditions, or covenants of this Contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Contract shall be deemed cumulative.

48. <u>INTERPRETATION OF CONTRACT</u>

This Contract is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

49. <u>DURATION OF PUBLIC FACILITIES</u>

By entering into this Contract, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding this concession.

50. TIME OF ESSENCE

Time shall be of the essence in the performance of this Contract.

51. EMINENT DOMAIN

If, during the term of this Contract, any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to State.

52. TEMPORARY TENANCY

This tenancy is of a temporary nature and the parties to this Contract agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

53. SECTION TITLES

The Section titles and subtitles in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Contract, or in any way affect this Contract.

54. CONTRACT IN COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original.

55. ASSIGNMENTS AND SUBCONCESSIONS

No transfer, assignment, or corporate sale or merger by the Concessionaire that affects this Contract or any part thereof or interest therein directly or indirectly,

voluntarily or involuntarily, shall be made unless such transfer, assignment, or corporate merger or sale is first consented to in writing by State.

Portions of this concession may be operated by others under a subconcession agreement with prior written consent of State under the following conditions:

- A. The subconcessionaire must be qualified.
- B. The subconcessionaire's interest shall be subordinate and in all ways subject to the terms of this contract.
- Concessionaire's gross receipts shall include all receipts of the subconcessionaire.

56. MODIFICATION OF CONTRACT

This concession contract contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and the Concessionaire or their successors in interest.

An amendment is required to change the Concessionaire's name as listed in this Contract upon receipt of legal documentation to support such change.

Notwithstanding any of the provisions of this Contract, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. Such written modifications or additions to this Contract shall not be effective until signed and acknowledged by the State and Concessionaire and approved in writing by the Department of General Services and the Attorney General of the State of California. The State shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

57. UNENFORCEABLE PROVISION

In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be effected thereby.

58. APPROVAL OF CONTRACT

This Contract, amendments, modifications, or termination thereof shall not be effective until approved by Department of General Services and the Attorney General of the State of California.

59. STATE'S DISTRICT SUPERINTENDENT

For the purposes of this Contract, the "District Superintendent" is the State representative responsible for the Premises. The District Superintendent is charged with the day-to-day administration of this Contract and is the Concessionaire's initial contact with the State for information, contract performance, and other issues as might arise. The District Superintendent may delegate these responsibilities to a Sector or Park Superintendent or other individual.

IN WITNESS WHEREOF, the parties hereto warrant that they respectively have the requisite authority to enter this Contract, binding the named parties for which they sign, and have executed this concession contract at the respective times set forth below.

CONCESSIONAIRE:	STATE OF CALIFORNIA DEPARTMENT OF PARKS & RECREATION
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:
APPROVED:	APPROVED:
ATTORNEY GENERAL:	DEPARTMENT OF GENERAL SERVICES:
Approved as to legal sufficiency in accordance with the requirements of Sections 5080.02-5080.21 of the Public Resources Code.	
KAMALA D. HARRIS, Attorney General of the State of California	al
By:	
Dated:	

Exhibit A-1 PREMISES DESCRIPTION contains a written premises description for each park unit. (In the final contact, each park will only have one park unit in its Premises Description.)

Exhibit A-2 PREMISES MAPS contains maps showing premises boundaries for each park unit. (In the final contact, each park will only have one park unit in its Premises Description.)

EXHIBIT A-1 – PREMISES DESCRIPTION

The Concessionaire will provide continued public access to the Premises, which includes day use areas, campgrounds, parking, picnic areas, including all structures including restrooms, combination restroom-shower buildings, residences, maintenance shops, administrative buildings, storage buildings, signs and recreational and interpretive facilities for the use and enjoyment of the general public at Hendy Woods State Park, Russian Gulch State Park, Westport-Union Landing State Park.

1. Hendy Woods State Park

Park unit details are available at http://www.parks.ca.gov/?page_id=438.

The concessionaire will operate the overnight, day use and recreational facilities of this 100-acre state park which opened in 1958.

Location/Climate

Located in the middle of the Anderson Valley wine district, this park is warmer and less foggy than most redwood parks along the coast. Nevertheless the weather can be changeable; layered clothing is recommended.

Camping

The park's tree-shaded camping areas have piped drinking water and modern restrooms included individual coin-operated hot water showers.

The campground contains 92 family campsites in two loops; each site has a table, food locker and a fire ring.

Day Use & Trails

Near the banks of the Navarro River, 12 picnic sites with barbecue stoves and tables overlook the Big Hendy Redwood Grove. Several easy to moderate trails loop through redwood groves, points of interest, creeks and the Navarro River.

Cultural Resources

There is at least one archaeological sites within the park. An archaeological survey is planned for the summer of 2012 to locate and identify archaeological resources. There are fourteen buildings and structures within the park that could be considered historic resources, but there is no current data available on them. All should be considered potentially eligible to the California and National Registers until formally evaluated.

Housing

This unit has:

- 1 residence 3 bdrm, 1 bath, appx 1200 sq ft., built in 1950's
- 1 cabin appx 20 feet x 20 feet, 1 room
- No trailer pads
- 2 Host sites with full hookups, including power, water and sewer.

2. Russian Gulch State Park

Park unit details available at http://www.parks.ca.gov/?page_id=432. The concessionaire will operate the overnight, day use and recreational facilities of this park unit with 7,630 feet of ocean frontage which opened in 1933. California State Parks has managed Russian Gulch in conjunction with Van Damme and Mendocino Headlands State Parks which are both separate units and not included in this RFP.

Recreation

Popular activities at or near the unit include a wide range of recreational opportunities, including camping, picnicking, swimming, tide pool exploring, skin diving and rock fishing, hiking, and bicycling.

Camping

A secluded campground offers 30 campsites. Each campsite has a fire ring, table and food locker, and piped drinking water is within a hundred feet. Hot showers and restrooms with flush toilets are nearby. Although no trailer hookups are available, trailers up to 24 feet can be accommodated.

A primitive equestrian camp has limited vehicle access (trailers up to 35 foot combined truck and trailer length) 4 campsites each with a picnic table, metal fire ring and a cleared area for a tent. Each campsite can accommodate 4 horses and 4 people. The campground has water well with a hand pump and a water trough for horses. There is one unisex pit toilet for the entire campground.

Day use

This park is known for the heavily forested Russian Gulch Creek Canyon, a headland that features the Devil's Punch Bowl (a large, collapsed sea cave with churning water), and a beach. There is a picnic area near the coast.

Flooding

The park floods annually, typically during the winter months.

Cultural Resources

There are two archaeological resources known to exist in the park, one of which is a habitation site. The records are in need of updating. Russian Gulch contains fifteen buildings, structures, and infrastructure that were identified in the Park Rustic Survey. All should be considered potentially eligible to the California and National Registers until formally evaluated.

Housing

This unit has:

- No residences or trailer pads
- One Host site (floods in winter) with full hookups, including power, water and sewer.

3. Westport Union Landing State Beach

Park unit details are available at http://www.parks.ca.gov/?page_id=440. The concessionaire will operate the overnight, day use and recreational facilities which contains 3 miles of rugged and scenic coastline at this 58 acre state beach which opened in 1952.

Cultural Resources

There is one archaeological site within the park. This park should be considered a Traditional Cultural Property until it is formally evaluated as such for the California and National Registers (see Native American Gathering Permit below). The number and type of historic buildings in this park is currently unknown because no historic survey of the park is on record at the Archaeology, History & Museums Division.

Native American Gathering Permit

Local Northern California tribes have historically been allow to camp without paying fees for up to 30 days per year in order to gather fish, seaweed (algae) and other native subsistence and resources. This permit system is expected to continue.

Recreation

Photography

The magnificent vistas, sunsets and tree-covered mountains in the background provide an inspiring backdrop to the park and challenges to both amateur and professional photographers

Fishing

Several small sandy beaches and one large beach located at the mouth of Howard Creek provide some good sport for fishermen; the Surf Smelt (Hyomesus pretiosus) come in near shore to spawn in the surf during the day. Night Smelt (Spirinchus Starksi) come in to spawn at night. These smelt, 6 to 10

inches in length, are called surf fish and night fish by the sportsmen who take them in nets as they approach the beach to spawn. Several kinds of rock fish and abalone are taken when tides and ocean conditions are right.

Camping

Three campgrounds contain 86 campsites on the bluffs overlooking the Pacific Ocean. Drinking water and 8 restrooms with flush toilets are nearby.

Day Use

Water temperatures around 52 degrees and surging bellowing surf discourage all but hardy individuals from venturing into the water. Walking along the beach and sightseeing are popular activities.

Housing:

This unit has:

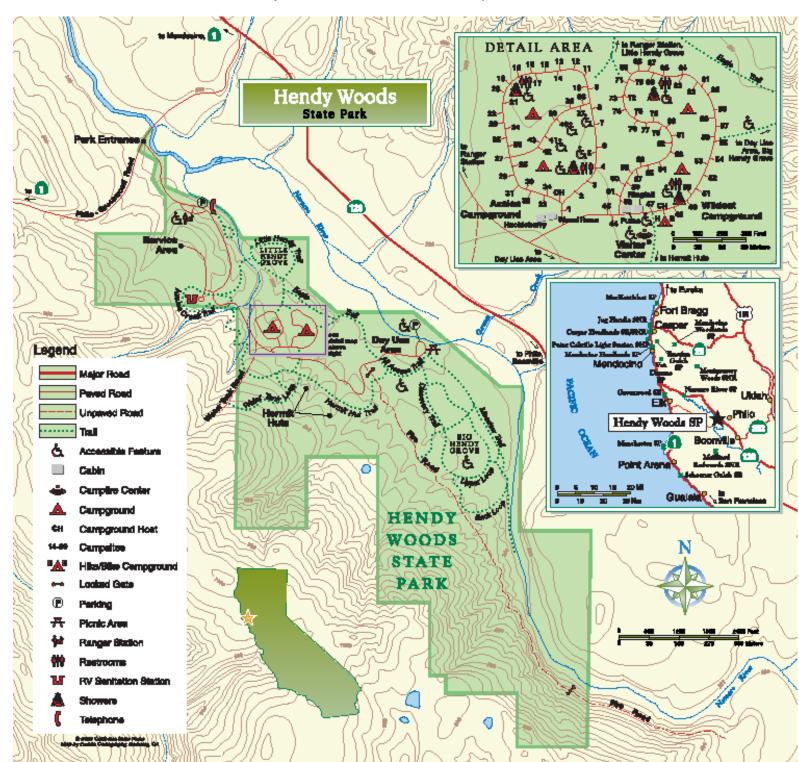
- No employee residences or trailer pads
- 2 Host sites with sewer, water and electric hookups.



EXHIBIT A-2 – PREMISES MAPS



A. 1. Hendy Woods State Park - Map



A. 2. Hendy Woods State Park – Campground Rules



Hendy Woods State Park

18599 Philo-Greenwood Road, Philo, CA 95466 (707) 895-3141

Our dedicated employees and volunteers hope your visit is enjoyable and refreshing. Our goal is to protect and interpret the coast redwoods and other natural resources of Hendy Woods while providing a safe, relaxing, and high quality camping and hiking experience. We invite you to offer your comments or suggestions to any of the staff as we look to continually improve the operation of this State Park.

CAMPGROUND HOSTS

Our volunteer campground hosts provide a priceless service to park visitors and staff. Hosts are available to provide information, sell firewood, make pay-shower change, and initiate emergency response. Hosts may also remind visitors of park rules and regulations. When not available in their campsites, the hosts may often be found around the park greeting the public or working on projects. Please take time to thank them for their service.

CAMPING: The Hendy Woods campground is open all year. Reservations are recommended mid-May through mid-September. Up to 8 people may occupy a campsite. Cabin sites accommodate up to 6 people (4 in the cabin and 2 at the sy

people (4 in the cabin, and 2 at the small tent pad in each cabin site). Check-out time is noon.

HIKING: Hiking trails crisscross the entire park. Hikers can spend much of the day on the trail, yet never stray too far from the park roads. Most trails are level or have an easy grade. Comprising more than 100 acres, the Big and Little Hendy Groves offer pleasant walks through an old-growth redwood forest. The All Access Trail in the Big Hendy Grove is wheelchair accessible. A short climb out of the campground, the Hermit Hut Trail leads to the redwood stump once called "home" by the Hendy Hermit.



DOGS: Dogs must be kept on a leash no longer than six feet and under control at all times. They are not permitted in buildings or on trails. Dogs must be confined to a vehicle or tent at night and must not be left unattended at any time.

NOISE: Quiet hours begin at 10:00 p.m. and extend through 8:00 a.m. Music and conversation should not be heard outside of your campsite and must be discontinued after 10:00 p.m. Generators may be operated between 10:00 a.m. and 8:00 p.m.

FIREWOOD: Wood for campfires is available for sale at the ranger station and from the campground hosts. Funds collected from wood sales go directly toward naturalist programs at Hendy

Woods and throughout the Mendocino area state parks. Wood gathering is prohibited in all California state parks.

BICYCLES: Bikes are allowed on all paved roads and the dirt fire road. All trails are closed to bicycles. Bicycle helmets are required for children under 18 years old.

FISHING: Fishing is not allowed within Hendy Woods. The Department of Fish and Game has set aside all waters and tributaries of the Navarro River watershed upstream from the Philo-Greenwood Bridge as spawning habitat. Ask a park ranger for current seasons and conditions in the lower Navarro watershed.

Discover the many states of California.™

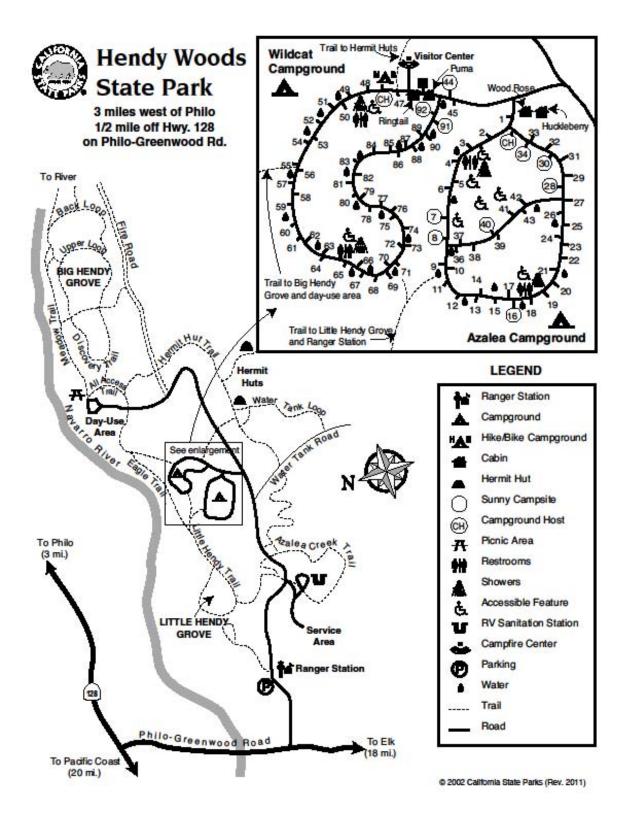
CAMPING RESERVATIONS: You may make camping reservations by calling (800) 444-7275 (TTY 800-274-7275).

To make online reservations, visit our website at www.parks.ca.gov

ALTERNATE FORMAT: This publication can be made available in alternate formats.

Contact interp@parks.ca.gov or call (916) 654-2249.

A. 3. Hendy Woods State Park – Campground Map



B. 1. Russian Gulch State Park - Map



B.2. Russian Gulch State Park – Campground Rules

Note: California State Parks has managed Russian Gulch in conjunction with Van Damme and Mendocino Headlands State Parks which are both separate units and not part of this RFP. Information about Van Damme and Mendocino Headlands State Parks is provided for convenience, but is not directly relevant to this RFP.



OCCUPANCY Eight people are allowed per family campsite.

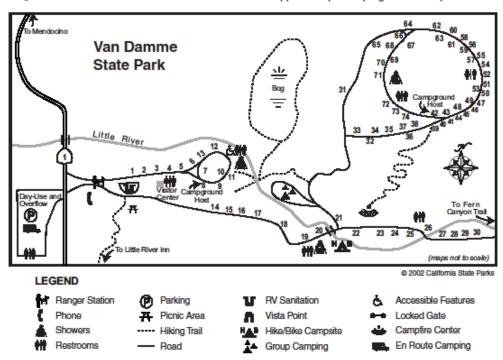
VEHICLE PARKING You may have only three licensed pieces of equipment (including trailers and vehicles) in each campsite. All motorized vehicles are subject to fees. Call for information on the extra vehicle charge. If your second or third vehicle does not fit in the designated parking area at the campsite, it must be parked in the overflow area. For parking purposes, trailers are considered vehicles.

CHECKOUT TIME Checkout time is 12 noon. Please vacate your site by that time.

DOGS Dogs must be kept on a leash no longer than six feet and under control at all

times. They are not permitted in buildings or on most trails. Dogs must be confined to a vehicle or tent from 10:00 p.m. to 6:00 a.m.

FIRES AND FIREWOOD Please be cautious when building fires—wildfire danger is especially high during the summer. Fires are allowed only in established fire rings or camp stoves. Do not build ground fires outside the fire rings or leave campfires unattended. Do not gather firewood in the park—the nutrients must be allowed to recycle back into the ecosystem. You may purchase firewood at the Entrance Station and Camp Host Site. The sale of firewood provides funds for the Mendocino Area Park Association. These funds are used to support interpretive programs in the park.



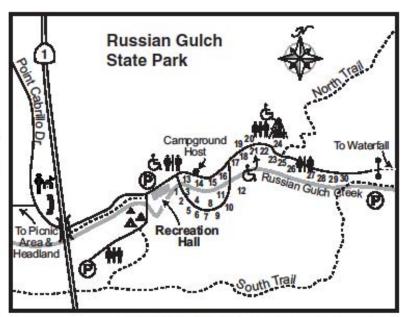
B.3. Russian Gulch State Park – Campground Map

SPEED LIMIT Though the maximum speed limit is 15 mph, when pedestrians, bicyclists and children are present, even 15 mph might be too fast. Use good judgement.

QUIET HOURS Quiet hours are from 10:00 p.m. to 6:00 a.m. To ensure an enjoyable experience for everyone, please do not disturb other campers, regardless of the time of day or night.

NOISE Radios and other sound-producing devices must not be audible beyond your immediate campsite, regardless of the time of day

or night. Engine driven generators or other devices are not to be operated between the hours of 8:00 p.m. and 10:00 a.m.



MOUNTAIN BIKES Use designated paved roads, dirt roads and trails. All other areas are closed to mountain bikes.

Mendocino Headlands State Park

Day Use Only (No camping)

Big River Blow Hole

Big River Beach Big River Beach River

© 2002 California State Parks

ANIMAL WARNING
Raccoons and
foraging birds may
come into the
campground at any
time of the day or
night. Please lock all
food in your food locker. If the site does
not have a locker, put all food in your
vehicle and cover it with a blanket or
towel. Do not keep food in your tent or
sleeping area, in exposed ice chests, or
on storage shelves. Place all garbage in
dumpsters as soon as possible—do not
allow it to accumulate.

CAMPING RESERVATIONS You may make camping reservations up to seven months and no less than 48 hours in advance by calling 1-800-444-7275 (TTY 1-800-274-7275). Reservations may be charged to your VISA®, Discover® or MasterCard®. To make online reservations, visit our Web site at www.parks.ca.gov.

C. Westport Union Landing State Beach - Map

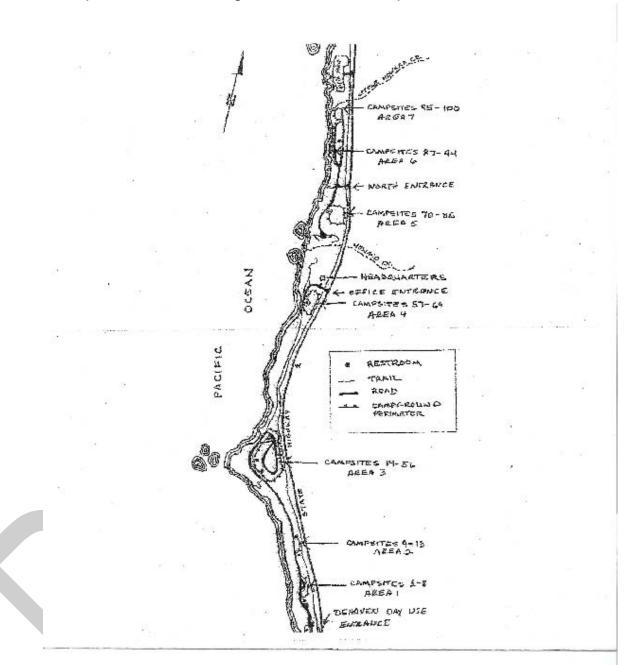


EXHIBIT B – CONSUMER PRICE INDEX ADJUSTMENT FORMULA

Consumer Price Index (CPI) adjustments applied to the \$\$\$ Minimum Annual Rent shall be based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for "All Urban Consumers, San Francisco/Los Angeles All Items, (1982-84=100)." Calculations shall employ the following formula:

"Base Index" = CPI Index published for the month preceding the

commencement date of this Contract.

"Base Rent" = Minimum \$\$\$ rent during the first Contract Year.

"Year End Index" = CPI Index for the month preceding the start of the

subject Contract Year.

"Year End Index" - "Base Index"

Step #1: "Base Index" = % Change

Step #3: Base Rent + Adjustment = New Rent

EXHIBIT C – CONCESSIONAIRE'S OPERATION PLAN

EXHIBIT D - DPR 54, CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION

State of California - The Resources Agency DEPARTMENT OF PARKS AND RECREATION					FOR DEPA	RTMENT COMPLETION	
						PARK UNIT NO.	
CONCESSIONAIRE'S MONTHLY	REPORT FOR CLOSE	ED PARK OPE	RATION		ROC DOCUME	NT NO.	
FOR THE MONTH OF	-		, YEAR		8		
(Instructions on reverse.)							
1) NAME OF CONCESSION							
Valley State Park Camping and Day I	Jse Area		In concess	7-7-1-1-1-1			
2) ADDRESS		S) CITY/STA	S) CITY/STATE/ZIP CODE				
4) DISTRICT			5) PARKUN	5) PARKUNIT			
Compete one Monthly Report for each pa	rk operated.		-	3111			
Submit Monthly Reports to the State repre		or address and rou	ting inform	ation.			
7) TYPE OF REVENUE	8) GROSS REVENUE this month	9) MONTHLY	100		FMIA/State fr	rom Monthly%	
a. Food & Nonalcoholic Beverages	\$						
b. Merchandise Sales	s						
c. Equipment Rentals	\$						
d. Special Events	\$						
e. Day Use Fees and Pass Sales f. Lodging - Camping, tent cabins,	\$						
 f. Lodging - Camping, tent cabins, trailers 	s						
Udileto	9						
g. Marina Operations	\$						
h. Restaurants/Catering	\$						
i. Other:	\$						
(use additional sheets if necessary)			_				
Gross Revenue	\$ 11)	12)% bid	13) \$				
			(Box 22 or o	ADJU	USTMENTS ON REVERSE)	14) \$	
				TOTAL Dep	posited	15) \$	
Facility	/ Maintenance/Improve	ment Account (FMIA)				
FMIA ALLOCATION YEAR TO DATE 16) Total FMIA revenue de	nosited year to date \$	1110	- 75				
CONCESSIONAIRE S EXPENDED ON ELIGIBLE MAINTEN			CUMULATIV	VE FMIA AMOUNT EXPENDE	D IN THIS PARK	YEAR TO DATE	
FMIA BANK LOCATION		MONTHLY BANK STATE					
19) Account At:		20)Yes					
in a second second	DECLARATI	ION					
I declare under penalty of perjury that the i	information on this form is a	accurate and comp	olete to the	best of my knowledge	e.		
CONCESSIONAIRE'S SIGNATURE			PRINTED N	IAME		DATE	
TITLE/POSITION				Tenos	NE NO.		
The Decision of the Control of the C				()		

DPR 54 PC (Rev. 3/2012)(Front)(Excel 3/2/2012)

Original - District Office; Copy - Concessions, Reservations and Fees (address on reverse)

EXHIBIT D continued

DPR 54 PC COMPLETION INSTRUCTIONS

Complete a DPR 54 PC for each park unit in which the concessionaire operates.

- Month and year of operation for report.
- Name and address of the concessionaire.
- Insert City, State and Zip Code of concessionaire.

 Name of the California State Park District the Park is located in. 4.
- Name of the Park the concession is located in.
- Routing instructions only. No boxes to complete.
- 7. 10. Column label. No boxes to complete.
- 7 a.-l. Include all revenue for the month for each appropriate category.
 "Food & NonAlcoholic Beverages": gross sales from the sales of food, water and other food products, exclusive of alcholic beverages
 "Merchandise": gross sales from merchandise this month, exclusive of vending machines.
 - "Rentals": include revenue from renting accomodations or equipment (bicycles, kyacks, etc.)
 - "Pay Showers": Include revenue from coin operated shower facilities.
 "Vending Machine": revenue, include the following sources:

 - Ice machines
 - Newspaper dispensers
 - Map and brochure coin operated dispensers
 - Grab boxes
 - Firewood dispensers
 - Air compressors
 - Washing machines and dryers
 - Do not include the following sources as "Vending Machine" revenue:
 - Park UR Self machines
 - Pay showers
 - Iron rangers

 - dispensers that only require a donation
 - "Special Events": Include revenue from events in the park requiring a permit
 - "Day Use": Include all revenue from Day Use fees and Pass sales.
 - "Camping": Include all revenue from all overnight and camping fees.
 - Other: Include revenue, not included above and describe in cells or in the Coments/Explanations section below.
- The sum of cells 7a thru 7l.
- Percentage of gross sales bid in Rental Offer. The product of cell 16 times cell 17. 12
- 13.
- Enter any adjustments that will reduce monthly Amount Due to FMIA Account. Explain below and/or attach additional sheets. Total amount deposited into FMIA this month by concessionaire from this park operation. Enter the sum of all Deposits into FMIA to date, including the current deposit. 14.
- 15.
- 16.
- Enter amount of money concessionaire spent on FMIA eligible maintenance this month. Enter the sum of all FMIA \$ spent in this park, year to date. Enter the name and location where the FMIA is located. 17.
- 18.
- Attach monthly bank statement. 20.

81

Sign and date the form and provide the preparer's title and telephone number.

ıb	mit Original to 8	tate at:
	Office:	
	Address:	
	City, CA, Zip	
	Attention:	

Submit copy to: Department of Parks and Recre Concessions, Reservations and Fees Division P.O. Box 942898

Secremento, CA 94298-0001

COMMENTS/EXPLANATIONS:	

EXHIBIT E – WAIVER OF LIABILITY AND RELEASE

Waiver of Liability and Release, Express Assumption of Risk and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the activities that are the subject of this rental agreement. The risks are inherent in these concession activities; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees or representatives of the Concessionaire, the State of California, or any other person.

In consideration of being granted this rental agreement and the use of concession equipment,

I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST CONCESSIONAIRE, AND AGAINST THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION (STATE), ARISING AS A RESULT OF MY PARTICIPATION IN THESE CONCESSION ACTIVITIES, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF CONCESSIONAIRE AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY CONCESSIONAIRE AND STATE FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF CONCESSIONAIRE AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT.

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in these concession activities, even if it occurs as a result of the negligence of Concessionaire and/or State or defects in equipment, (2) absolve and release Concessionaire and State from the consequences of their negligence, including without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend Concessionaire and State against any legal actions or other claims for damages arising from my actions.

I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.

I understand that certain minimum skills, capabilities, physical and mental health, and fitness are required in order to participate in dangerous activities such as these concession activities; I warrant that I possess these. I understand and agree that should emergency rescue services or evacuation become necessary, the expenses are my sole responsibility and not those of Concessionaire and/or State or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Concessionaire nor the State has made any representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Concessionaire and State including, as applicable, their agents, employees, officers, directors, and shareholders.

Printed Name & Address:	
Signature:	Date:
Signature of parent or guardian for participant under age 18:	
Name & Telephone of person to contact for emergencies:	

EXHIBIT F - DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT

State of California - The Resources Agency DEPARTMENT OF PARKS AND RECREATION

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME	
PARK UNIT NAME	REPORTING PERIOD	
PARK UNTI NAME	From:	To:
		10.
A. CASH FLOV	N STATEMENT	
GROSS SALES/RECEIPTS		\$
Less Returned Sales and Allowances	\$	
Less Sales Taxes		
Net Sales for Period		\$
Cost of Goods Sold:		
Inventory at Beginning of Period	\$	
Add Purchases During Period		
Merchandise Available for Sale		
Less Inventory at Close of Period		
Less Cost of Goods Sold		\$
	GROSS PROFIT	\$
<u>LESS EXPENSES</u>		
Salaries & Wages (do not include Concessionaire salaries)	\$	
Rent to State	Ψ	
Insurance		
Materials & Supplies		
Maintenance & Repairs		
Utilities (including telephone)		
Advertising		
Taxes & Licenses (other than income & sales)		
Legal & Accounting		
Travel & Transportation		
Interest		
Security		
Administrative Overhead		
Depreciation (equipment)		
Amortization (improvements)		
Other:		
	TOTAL EXPENSES	\$
NET PRO	FIT FROM OPERATIONS	\$
NETFRO	(before income taxes)	▼

1

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE FINANCIAL STA	ATEMENT	Page B of
CONCESSIONAIRE NAME	CONCESSION NAME	
PARK UNIT NAME	REPORTING PERIOD	
	From:	To:

				From:			To:		
Columns 5, 8,	and 9 must add use additional _l	to the to pages ar	otal show	ILE OF DEP vn in Column 4. er B-2, B-3, etc.		ore space t de for rem	o list all equi arks.	ipment,	
DESCRIPTION OF EQUIPMENT (1)	DATE ACQUIRED (2)	CONDI [*] (New	TION <i>(X)</i> 3)	ACQUISITION COST (4)	PRIOR YEARS' DEPRECIATION (5)			DEPRECIATION	BALANCE TO BE DEPRECIATED (9)
	,		0000				,,,	,,	
		TOTA	LS						

DPR 86

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAM	МЕ	
PARK UNIT NAME	REPORTING PERI		
	From:	To:	
C. BA	LANCE SHEE	Т	
<u>ASSETS</u>			
CURRENT ASSETS Cash Accounts Receivable Merchandise Inventory Notes Receivable (Less than 1 year)			
	TOTAL CURRE	NT ASSETS \$	
NONCURRENT ASSETS Equipment/Property Less Depreciation Reserve Net Equipment/Property Cost Prepaid Expenses Other: Other:			
	TAL NONCURRE	NT ASSETS \$	
		. ACCETC	
<u>LIABILITIES</u>	7077		
CURRENT LIABILITIES Accounts Payable S & W Payable Short-Term Notes Payable Interest Payable Short-Term Loan Payable Other: Other:			
	OTAL CURRENT L	IABILITIES \$	
OTHER LIABILITIES Other: Other:	\$		
	TOTAL OTHER L	LIABILITIES \$	
	TOTAL LI	ABILITIES \$	
<u>CAPTIAL</u>			
OWNER'S EQUITY Capital Less Personal Drawing Net Addition Stockholder's Equity Other:	\$ \$ \$ 		
TOTAL	LIABILITIES AND	CAPITAL \$	

DPR 86 3

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIO	NAIRE NAME			CONCESSION NAME					
PARK UNIT	NAME			REPORTING PE					
I AIRCONTT	IVAIVIL			From:		To:			
		D. STATEMEN	NT OF M	ONTHLY GROS					
Jan 20	\$	April 20	\$	July 20	\$	Oct 20	_ \$		
Feb 20	\$	May 20	_ \$	Aug 20	\$	Nov 20	_ \$		
Mar 20	\$	June 20	\$	Sept 20	\$	Dec 20	\$		
If the "Tota explain be		ross Sales/Receipts	" above doe	es not match the Cas	h Flow State	ment "Gross Sales/I	Receipts," pl	ease	
	•	eclares and certit ciation, and Balar		ne above stateme are correct.	nt and the a	attached Cash Flo	ow Stateme	ent,	
AUTHORIZE	D SIGNATURE					DATE			
) DED							
PRINTED NA	AME OF PREPA	AKER							

DPR 86 4

EXHIBIT G – DPR 531, CONCESSION PERFORMANCE RATING CESSION PERFORMANCE RATING State of California - The Resources Agency CALIFORNIA STATE PARKS

CONCESSION PERFORMANCE RATING

	INCESSION PERFOR							CALIFORNIA S'	IATE PARKS
DISTR	ICT							PARK UNIT	DATE
CONC	ESSIONAIRE					TYPE OF CONCESSION	1		
iı	CATEGORIES Dircle the appropriate points on each category. If category is not applicable, check not applicable (NA) box.	EXCELLENT (E)	SATISFACTORY (S)	NEEDS IMPROVEMENT (NI)	NONCOMPLIANCE/ UNACCEPTABLE (NON)	COMPLIANCE (COM)	NOT APPLICABLE (NA)	COMMENTS Explain items which are rated ex improvement or noncompliance/una recommendations for correction t rating. Attach additional sheets	occeptable. Make for NI and NON
	RENTAL PAYMENT	8	6	2	0				
JING	MONTHLY DPR 54 SUBMITTAL	4	3	1	0				
ACCOUNTING	ANNUAL DPR 86 SUBMITTAL	4	3	1	0				
ACC	MAINTAINS REGISTER JOURNAL/\$ TRAIL				0	4			
	OTHER:				0	4			
Щ	PERFORMANCE BOND				0	4			
RANC	LIABILITY INSURANCE				0	4			
/INSU	FIRE INSURANCE				0	4			
BONDS/INSURANCE	AUTOMOBILE INSURANCE				0	4			
ă	OTHER:				0	4			
N	REQUIRED IMPROVEMENTS				0	4			
UCTIC	TIME SCHEDULE				0	4			
CONSTRUCTION	PAYMENT BOND				0	4			
8	OTHER:				0	4			
SES	OPERATING DAYS/HOURS	4	3	1	0				
OF PREMIS	AUTHORIZED GOODS/SERVICES	4	3	1	0				
: OF P	APPROPRIATE SIGNAGE/ADVERTISING	4	3	1	0				
USE	OTHER:	4	3	1	0				
S	GOODS	8	6	2	0				
URAN	SERVICES	8	6	2	0				
QUALITY ASSURANCE	PRICES (COMPETITIVE/POSTED)	4	3	1	0				
ALITY	CUSTOMER SERVICE	8	6	2	0				
Ø	OTHER:	4	3	1	0				
	TOTAL POINTS PER COLUMN PAGE 1 ONLY				0				

DPR 531 PAGE 1 of 2

	CATEGORIES	E	s	NI	NON	СОМ	NA		COMMENTS	
	FIRE SAFETY/PREVENTION	4	3	1	0					
SAFETY	GAS/ELECTRIC	4	3	1	0					
SAF	GENERAL SAFETY	4	3	1	0					
	OTHER:	4	3	1	0					
	INTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0					
Ж	INTERIOR - FACILITY MAINTENANCE	4	3	1	0					
NANC	EXTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0					
FACILITY MAINTENANCE	EXTERIOR - FACILITY MAINTENANCE	4	3	1	0					
TY M/	GROUNDS - HOUSEKEEPING/CLEANLINESS	4	3	1	0					
ACILI	GROUNDS - FACILITY MAINTENANCE	4	3	1	0					
ш	MAINTENANCE PLAN	4	3	1	0					
	OTHER:	4	3	1	0					
ΑM	COSTUMES	4	3	1	0					
OGR, ble)	MERCHANDISE AND INTERPRETIVE PLAN	4	3	1	0					
rIVE PROG Applicable)	FURNISHINGS AND INTERPRETIVE PLAN	4	3	1	0					
INTERPRETIVE PROGRAM (When Applicable)	EVENTS/ACTIVITIES AND INTERPRETIVE PLAN	4	3	1	0					
ATER!	IMPLEMENTATION OF INTERPRETIVE PLAN	4	3	1	0					
=	OTHER:	4	3	1	0					
	TOTAL POINTS PER COLUMN PAGE 2 ONLY				0	0				
TO	OTAL POINTS PER COLUMN PAGE 1 + PAGE 2				0					
			POINTS TED CATE		٦ ١	(100		#DIV/0!	ARE THERE ANY NONCOMPLIANCE OR UNACCEPTABLE RATINGS IN ANY CATI	
OVERA	OVERALL RATING (Based on percent rating)									
EX	EXCELLENT(90% to 100%) SATISFACTORY(70% to 89%) NEEDS IMPROVEMENT(60% to 69%) UNACCEPTABLE (less than 60%)									
RATER	S SIGNATURE		TITLE					DATE	RATER DISCUSSED REPORT WITH CONCESSIONAIRE?	
									Yes. Date:	_
_	ning this report I do not necessarily SSIONAIRE'S SIGNATURE	agree	with the	conclu	ision of	the rate		TITLE	DATE	

*NOTE: A rating of UNACCEPTABLE or NONCOMPLIANCE in any category will result in an overall rating of no higher than NEEDS IMPROVEMENT.

DPR 531

Original -- District; Copies to Central Records and Concessionaire

EXHIBIT H – LICENSE/PERMISSION FOR USE OF TRADEMARKS

License/Permission for Use of Trademarks

- A. <u>Logo Use by External Entities</u>: Use of the logo is restricted to State-developed publications and activities, unless the State allows otherwise. Use of the logo by external entities must not be allowed unless use of the logo is consistent with promoting the goodwill of the California State Parks and the State's goals. When the State allows the logo to be used by an external entity on material not copyrighted to the State, the following policies apply:
 - 1) Written permission must be granted in writing by the State and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing contract or agreement or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.
 - 2) The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
 - 3) The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the State.
 - 4) The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or violates applicable law.
 - 5) The logo may not be used in a manner that is determined by the State in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
 - 6) For each specific use of the logo (except in the cases of use by cooperating associations, concessionaires and operating agencies), advance approval must be obtained from the Chief of the Interpretation and Education Division.

- B. <u>Visual Display of the Logo</u>: Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.
- C. <u>Registration Symbol</u>: Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

D. Logo Components:

- 1) Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.
- 1) The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.

E. Colors:

1) It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow, PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown (outline). The yellow background is a gradation of PMS 123. No other colors may be used in the full-color version of the logo.

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PMS 123-Yellow: CMYK: C-0, M-21, Y-88, K-0
PMS 281-Blue: CMYK: C-100, M-85, Y-5, K-20
PMS 364-Green: CMYK: C-73, M-9, Y-94, K-39
PMS 490-Brown: CMYK: C-29, M-85, Y-54, K-72
PMS 4715-Brown: CMYK: C-13, M-47, Y-43, K-38
RGB: R-253, G-200, B-47
RGB: R-0, G-38, B-100
RGB: R-66, G-119, B-48
RGB: R-91, G-43, B-47
RGB: R-91, G-43, B-47
RGB: R-150, G-109, B-91
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- 2) Do not convert the full-color logo to gray scale. Instead use the black-and-white version of the logo.
- 3) Do not copy the full-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.

- 4) The logo, in both full-color and black-and-white, may be used on colored paper and fabric.
- 5) When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.
- 6) When embroidering the logo or screening it onto fabric, use the full-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

F. Appearance:

- 1) The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.
- 2) Do not tilt, skew, or distort the logo.
- 3) In order to maintain clarity, do not use the logo at a size smaller than 5/8" in diameter.
- 4) Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.
- 5) Do not download and use the logo from the Department's web site. It is not suitable due to its low resolution.

G. <u>Placement</u>:

1) Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.

- 2) To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:
 - a) The space must be the height of the letter "I" in the word "CALIFORNIA" in the logo.
 - b) The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.



EXHIBIT I – RESIDENTIAL RENTAL AGREEMENT

This is intended to be a legally Binding Agreement – Read it Carefully

For purposes of this Agreement, Concessionaire shall act as the California Department of Parks and Recreation's agent. In the event that the California Department of Parks and Recreation ("State" or "DPR") directs Concessionaire ("Landlord") to act in a particular manner with regard to this Agreement and Concessionaire fails or refuses to act in that manner within a reasonable period of time under the circumstances, State shall be authorized to perform any acts that Concessionaire may perform under this Agreement and Concessionaire shall indemnify State to act.

Date:							
	, California						
1.	Tenant agrees as follows: Landlord rents to Tenant and Tenant hires from Landlord those premises described as together with the following furniture and fixtures:						
2.	The term of this agreement shall be month-to-month commencing on DPR may, on Landlord's behalf, serve Tenant with notice of termination of tenancy.						
3.	Tenant shall pay monthly rent, \$ on the first of each and every month, delinquent the 5 th of each month, with a penalty of \$ each day thereafter. The rent shall be paid at						
4.	Tenant agrees to pay upon execution of this agreement, in addition to rent a refundable security deposit of \$ The security deposit shall be refunded only if the premises are left thoroughly clean, all items are working and in place and upon full performance of the terms of this agreement by Tenant.						
5.	Tenant agrees to pay forutilities, except for, which shall be paid for by the Landlord.						
6.	Tenant has examined the premises and all fixtures contained therein, and accepts the same as being clean and in good order, condition and repair.						
7.	The premises are rented for use only as a residence for a single family and for not more than adults and child(ren).						
8.	Tenant shall be entitled to quiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident						

- 9. Tenant shall obey all laws and will follow any rules issued by the Landlord. In addition, Tenant shall follow any rules issued by the DPR.
- 10. Tenant shall keep the premises rented for his exclusive use in good order and condition and pay for any repairs caused by his negligence or misuse or that of his invitees. Landlord shall maintain any other parts of the property and pay for repairs not caused by Tenant's negligence or misuse or that of his invitees.
- 11. Tenant agrees to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, for the cost of any repairs to the premises damaged by Tenant, household members, guests or invitees through misuse or neglect. Tenant acknowledges by signing this agreement, they have examined the premises, including appliances, fixtures carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist. Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.
- 12. It is understood that this Agreement may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest. Tenant agrees to pay any possessory interest or other tax levied on such interest. Tenant and Landlord shall indemnify the State of California from any damage or loss arising by reason of such tax or Revenue Taxation Code Section 107.6.
- 13. Tenant shall not paint or make alterations of the property. Tenant shall not perform automotive work or leave any auto in a state of disrepair. Tenant authorizes the Landlord to tow any vehicle left in a state of disrepair and deduct any costs from the Security Deposit. In addition, Tenant authorizes DPR to tow any vehicle left in a state of disrepair and authorizes Landlord to reimburse DPR by deducting the costs from Tenant's Security Deposit.
- 14. This lease will terminate if the premises become uninhabitable because of dilapidation, condemnation, fire or other casualty for more than 30 days. Rent will be reduced proportionately if the premises are uninhabitable for any shorter period.
- 15. With Tenant's permission, which shall not unreasonably be withheld, Landlord or his agent shall be permitted to enter to make repairs, and to show the premises to prospective tenants or purchasers. In an emergency, Landlord or his agent may enter the premises without securing prior permission from Tenant, but shall give Tenant notice of such entry immediately thereafter.
- 16. Tenant shall not let or sublet or allow anyone to move in to the premises nor assign this agreement or any interest in it without the prior written consent of Landlord.
- 17. If Tenant abandons or vacates the premises, Landlord may, at his option, terminate this agreement, re-enter the premises and remove all property.

- 18. Tenant agrees to notify Landlord in the event that they will be away from the premises for _____ consecutive days or more. During such absence Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- 19. Tenant will not change the keys or locks to the premises. In the event Tenant changes the keys or locks, Landlord may gain entry to the property in any manner.
- 20. Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvement, supply agreed services and show the premises to prospective buyers or tenants. Except in cases of emergency, Tenant's abandonment of the premises or court order, Landlord shall give Tenant reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 1:00 p.m.
- 21. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.
- 22. The Landlord, and anyone designated by the Landlord, to manage the premises are authorized to accept service of process and receive other notices and demands. All such legal papers shall be delivered to the Landlord at the following address:_____
- 23. The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)
 - 24. For the purpose of this agreement "pets" refers to dogs or cats.

 Domesticated farm animals are prohibited unless specifically authorized by the Landlord or designee. Animals which remain inside the house in a cage, aquarium, or other container, are allowed.

Under the following circumstances the Landlord, Landlord's designee, or DPR may prohibit or limit the number of pets in the premises:

- 1. Resource management concerns;
- 2. Residence located in use areas where the pets could interact with the public;
- 3. Occupation of structures where loss of resources could occur.

When pets are permitted in the premises and associated properties, they are subject to:

- DPR's Department Operations Manual (DOM), Chapter 6, Provisions Limited to Specific Units
- City/county regulations
- State Regulations including Title 2, California Code of Regulations (CCR) Section 4312 Dogs; Animals

The leash provision of 2 CCR Section 4312 is exempted when the pet is within the confines of the yard as identified by residential plot plan as follows:

- 1. In a fenced yard, the pet may be unattended as long as the confining structure does not permit the pet to escape and the pet does not create a disturbance (A "disturbance" means any unreasonable barking or howling, creating a menace, nuisance or inconvenience to others) or;
- 2. In an unfenced yard, pets may be off leash while they are under the immediate control of the owner and are not permitted to leave the yard or;
- 3. In a fenced or unfenced yard, runs or tie downs are permitted as long as the pet does not leave the yard boundaries or create a disturbance.

It is the Tenant's responsibility to keep the yard free of all pet/animal waste.

When Tenant is absent from their residence and pets or animals are left unattended (no responsible person on site) for more than 48 hours, a responsible party shall be identified in advance of the absence to the appropriate supervisor for the park unit in which the residence is located.

Owners shall be responsible for damages to premises or private property caused by their pets/animals.

- 25. This document, including its attachments, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant, members of their household, guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.
- 26. Either party may terminate this agreement in the event of a violation of any provision of this agreement by the other. Either party may also terminate this agreement without reason upon written notice as required by law for month-to-month leases. DPR may, on Landlord's behalf, serve Tenant with notice of termination of tenancy.

Landlord	Date	Tenant	Date
		Tenant	Date

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 12/93)(CA ST PKS, EXCEL 4/9/1999)

CERTIFICATION

EXHIBIT J – DRUG FREE WORKPLACE CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
E D	
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
	()
TITLE	·
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - The dangers of drug abuse in the workplace,
 - The person's or organization's policy in maintaining a drug-free workplace,
 - Any available counseling, rehabilitation and employee assistance programs, and (c)
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by Government Code Section 8355(c), that everyone who works on the proposed contract or grant:
 - Will receive a copy of the company's drug-free workplace policy statement, and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- At the election of the contractor or grantee, from and after the "Date Executed" and until (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT K - DPR 191, PEST CONTROL RECOMENDATION

PARK UNIT		***************************************			UNIT NO.	2.	RECOMMENDATION EXPIRATION DATE		
LOCATION / ADDRESS TO BE T	REATED								
						co	UNTY		
SITE OR ITEMS TO BE TREATED	D					5. A	CRES OR UNITS TO BE TREATED		
PEST(S) TO BE CONTROLLED (use recognized comm	non name)				-			
NON-PESTICIDE PEST CONTRO	OL (if any)								
NAME OF PESTICIDES(S) (comm	mon name or trade na	me) RATE PER ACRE C	OR UNIT	DILUTION RATE			VOLUME PER ACRE OR UNIT		
METHOD OF APPLICATION						1			
Air Ground HAZARDS AND/OR RESTRICTI	-	Other:							
Highly toxic to bees				Do not apply	when foliage is	s wet (dew, rain, etc.)		
Toxic to birds, fish and wild				May cause s	ome people an	allerg	ic reaction		
Do not apply during irrigati		is likely to occur				ertain	materials (see label)		
Do not apply near desirable		ibllt	_	Closed syste		-116			
Do not allow to drift onto he		estrable plants or property					a and/or Federal)		
	Keep out of lakes, streams and ponds Hazardous area involved (see ma								
Birds feeding on treated ar	rea may be killed					ee ma	p and warnings)		
Birds feeding on treated an SCHEDULE, TIME OR CONDITI		LICATION		Other (see a		ee ma	p and warnings)		
. SCHEDULE, TIME OR CONDITI	IONS FOR THE APPL		(ee ma	p and warnings)		
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EXHIBIT L - DPR 449, MONTHLY ATTENDANCE REPORT

State Of California — Natural Resources Agency DEPARTMENT OF PARKS AND RECREATION

MONTHLY VISITOR ATTENDANCE REPORT

100			
C	heck if	park is	closed.

MONTH	YEAR
DISTRICT NO.	E

DISTR	ISTRICT NAME				PARK NAME					SUBUNIT NAME			
D	PAID DAY USE		FREE DAY USE			OVERNIGHT			BOATS	ST PK FOUND.	D A		
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TOTAL						, v.	-		Viene e		10	TOTAL	
	Paid Day Use	ORS	1	Free Day Use	roe Day Use Sites			1	TITLE				
CONV	ERSION FACT	OR TOTALS		and the same of th			- 12		20.3029222				
37-000	Pold Day Use			Free Day Use			Sites] ,	PHONE NO.				

DPR 449 (Rev. 7/2009)(Excel 7/23/2009)

EXHIBIT N – DPR 918, INTERPRETIVE SUMMARY

				infornia — Th ENT OF PARI						
	DISTRICT		SEMI-ANNUAL				MMAF	RY	First Ha	
									_ Fu⊪ Yea	r (Hdq. Only) 🔽
	PREPARED BY	<u> </u>	NUMBER	ног	IRS OF PR	ESENTAT	ION	FISCALYEAR	AVG	TOTAL HOURS
-	ITEDDDET	/E AOTH/ITY	OF	1100	(BY CL			TOTAL	PROG.	OF
INTERPRETIVE ACTIVITY			PROGRAM S	Perm. + Seas. + Vol. = Total				ATTENDANCE X	н =	PUBLIC EDUCATION
				reiiii.	Seas.	VOI.	IOLAI		(hrs.)	
	Cam	iplire programs								
	Hikes, tour	s, talks, demos,	& A-V							
ER P.	Jı	unior Rangers								
PRESENTED (formal/led) INTERP. (P)	Junior Lifeguards									
nal/le	SCHOOL	In-park								
(formal)		Off-site								
TE	(1.12)	Env. Living/S	tudies							
RESEN	Living	history program	s							
<u> </u>	Other in	terp. special eve	nts							
	PRESENT	TATION TOTALS	(P)							
	Visitor o	center/Museum v	isit							
SELF GUIDED INTERP. (S)	Self-gu	ided trails & toui	rs							
~@₹	SELF-GUID	ED ACTIVITY TO	PTALS							
										Industrial state of the later o
INTERPRET	IVE ACTIVITY	GRAND TOTALS	S (P+S)							
DPR 918 (New	6/95) (Front)		See explana	ations and in	structions o	n reverse	side.			

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-----End of Contract and All Exhibits-----

